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The Solicitors' Journal and Weekly Reporter.

LONDON, MAY 9, 1908.

* * * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

A New Solicitor M.P.

THERE HAS been added this week to the band of solicitors in Parliament Mr. GEORGE RENNIE THORNE, who succeeds, as Member for Wolverhampton, the eminent solicitor who has this week taken his seat in the House of Lords as Viscount WOLVERHAMPTON. Mr. THORNE was admitted in 1876, and has been Mayor of Wolverhampton. He is a member of the firms of THORNE & HASLAM, of Wolverhampton, and GEORGE R. THORNE, ROBINSON, & Co., of 75, Chancery-lane, London.

Sittings of the Court of Criminal Appeal During the Long Vacation.

THE QUESTION whether any considerable part of the Long Vacation is in future to be occupied by the sittings of the new Court of Criminal Appeal is of interest both to the bench and the bar. Under the Criminal Appeal Act, 1907, the court is to consist of not less than three judges; rules of court shall provide for securing sittings of the Court of Criminal Appeal, if necessary, during Vacation, and by rule 50 of the Criminal Appeal Rules, 1908, the judges of the court shall make arrangements for any sittings that may be necessary between the 1st of August and the 12th of October. Assuming, as is freely predicted, that the list of appeals at the end of July is a tolerably heavy one, the judges are not likely to come to the conclusion that it would be unnecessary to hold any sittings until after the 12th of October. It may be assumed, therefore, that part of August and/or September will be appropriated to the hearing of appeals, and that the time taken up by the hearing of these cases will vary according to the experience of the judges and the vigour and pertinacity of the advocates by whom the appellants may be represented. The judges themselves have so often explained that a vacation of the existing length is absolutely necessary to recruit their energies after the labours of the year that some resistance on their part against a liberal application of rule 50 may reasonably be expected. The bar, or that part of it who practise chiefly in the criminal courts, will probably view the innovation with less concern. They have always been accustomed to short intervals of

relaxation, and will be at least as willing to attend the new court as the monthly sittings of the Old Bailey or the Middlesex Sessions. There will, in any case, be the consolation that under the new procedure briefs may be more plentiful.

Mr. Justice Bray's Remarkable Penalty.

ALTHOUGH a solicitor is an officer of the court, we have not hitherto been aware that he is liable, in that capacity, to be sentenced by a judge, as penalty for an oversight, to perform certain feats of endurance—namely, (1) to walk, ride or drive to twelve specified addresses, probably scattered widely over London; (2) to find twelve named persons, most of whom will probably be away from home during the daytime; (3) to call; or “wait on,” each of these twelve persons “personally at his address,” to pay to each of them the sum of one shilling sterling coin of the realm, and obtain his receipt in writing for the sum so paid; and (4) to produce the twelve receipts to the proper officer of the court. Yet, if the reports which have appeared in divers daily journals are correct, this extraordinary penalty has been inflicted by Mr. Justice BRAY. Here is the account of the matter given by the *Daily Telegraph* of Tuesday last :

“A novel form of penalty was inflicted by his lordship upon a solicitor who had no representative in court to pay the fees at the conclusion of an action for damages for personal injuries. The case in question concluded on Friday, and there was no one present from the office of the solicitor of the defeated party to pay the fees of the jury and the sheriff's fee. Thereupon his lordship directed that the solicitor should attend and give an explanation. In reply to his lordship, the solicitor said that his clerk, who had been in attendance earlier in the day on Friday, did not think the case would be over so soon. His lordship remarked that he should make it as disagreeable for the solicitor as he could. The clerk ought to have been aware that the case was soon coming to an end, and as the solicitor was responsible in the matter, he would have to wait on each jurymen personally at his address and pay his fee, and get a receipt and produce it to the officer of the court. That would prevent the same thing occurring again.”

The penalty would no doubt carry out the benevolent intention stated to have been expressed by the learned judge, to “make it as disagreeable as he could for the solicitor”; and we can only be thankful he did not go further, and ordain sumptuary regulations with regard to the solicitor who incurred his wrath. He might have decreed that the offender should “wait upon” the twelve jurymen, arrayed in a white sheet and bearing a candle. We agree with a correspondent that, if the facts are correctly stated, the incident can hardly pass unnoticed by the Council of the Law Society.

The Civil Judicial Statistics.

THE CIVIL Judicial Statistics for 1906, which have just been issued under the editorship of Sir JOHN MACDONELL, shew a decline in the proceedings begun in that year, though as the total figures consist mainly of county court proceedings, it requires further examination to discover their significance. Thus out of 1,451,529 proceedings begun during the year in courts of first instance, no less than 1,338,269 were begun in the county courts. And the total decrease in proceedings, as compared with the previous year—namely, 21,104—is chiefly made up of a decrease of 18,334 in county court proceedings, and 2,423 in proceedings in the King's Bench Division. A series of tables are given in the introduction to the statistics to shew the course of business in the Judicial Committee of the Privy Council for the ten years ending with 1906. The Indian appeals shew considerable fluctuations in the different provinces, and also in the totals. Thus the whole number of appeals was 32 in 1905 and 53 in 1906. The latter represents about the average annual number. The highest percentages of reversals were 41 in 1900 and 1904, while in 1902 appellants fared very badly, and succeeded in only 11 per cent. of the appeals heard. The appeals from Canada shew a slight tendency to increase, the 20 entered in 1906 being the largest number for the ten years. Australasian appeals shew an opposite tendency, the number for 1906 being only 10, though in 1904 they reached the exceptionally high figure of 24. The figures as to the result of these appeals shew great variation. In 1902 there were 82 per cent. of reversals; in 1906 the figure was only 20 per cent. But the annual averages indicate that it is much safer to appeal from an Australasian than from an Indian court. A singular feature is the diminution in the appeals from the West

Indies. From 1827 to 1832 the annual average was 14; for the past five years it has been only 2. But for the same quinquennial periods the total annual average of Privy Council appeals has risen from 53 to 91. The business of the House of Lords in 1906 shewed a marked decline as compared with the previous year. The appeals set down were 53, as against 75; and those heard and determined, 45 as against 75; while the House sat for judicial business on 70 days as against 96 in 1905. The business in the Court of Appeal was practically the same in 1906 as in the previous year, the appeals set down being 636, and those heard 601. Two diagrams have been prepared to shew the nature and movements of the business in the Court of Appeal for the last twenty years. These shew that the appeals from final orders, after having reached a maximum in 1903, had got back in 1906 to the level of 1887, and that the interlocutory appeals have been steadily decreasing since 1901. They also shew that, while the total final appeals remain the same, the tendency is for these to increase in the Chancery Division and decrease in the King's Bench Division.

The Chancery and King's Bench Division.

THE WORK of the Chancery Division shews a steady tendency to decrease. The proceedings begun in 1897 were 7,823; in 1906 these had fallen to 6,447, and for the two quinquennial periods in the last ten years the annual average fell from 7,401 to 6,866. There has been a substantial drop also in the chamber summonses—from 15,431 in 1897 to 14,359 in 1906—though here the fall is not so regular, and the annual averages for the two quinquennial periods are about the same—15,113 from 1897 to 1901, and 15,033 from 1902 to 1906. The same uniformity as between these two periods is shewn in the annual average of costs allowed—namely, £771,426 for the earlier period and £775,941 for the later. So that, judged by this test, the case is not so bad as might be feared. But the diminution in business, taken with the appointment of an additional judge in 1899, has had the natural effect of giving to each judge less work to do. Thus, a table of the work in the Chancery Division from 1887 to 1906 shews that each judge, on an average, tried ninety-six actions in 1902-1906, as against 104 in 1897-1901, 105 in 1892-1896, and 102 in 1887-1891. These figures, however, which are Sir JOHN MACDONELL's own, do not shew any very material shortage, and it must not be assumed that the Chancery Division is now overmanned. There is certainly no undue rapidity in the disposal of actions. As already stated, there was a decline in the business of the King's Bench Division in 1906, and the number of writs issued—65,699—was the smallest recorded in recent years. The decline occurred both in the Central Office and in the district registries. But Sir JOHN MACDONELL adds the consolatory remark that in 1907 the writs in the Central Office increased. The effect of the County Courts Act, 1903, appears to be shewn by the diminishing number of actions in the King's Bench Division where the amounts recovered were between £50 and £100, and by the increase in the plaints entered in county courts for amounts between these two sums. These figures for the King's Bench Division fell from 432 in 1902 to 244 in 1906; in the county courts they rose from 1,536 in 1902 to 2,493 in 1906. The Commercial Court appears to have seen its best days. It was established in 1895, and attained its maximum business in 1900. The actions set down and tried in that year were 273 and 205 respectively. In 1905 and 1906 the actions tried were 107 and 114. These figures seem to call for some explanation. In connection with the circuit business, Sir JOHN MACDONELL gives tables which emphasize once again the infinitesimal amount of the business at many of the assize towns. Moreover, the circuit business generally, judged by the actions entered for the last twenty years, shews a tendency to decrease—a tendency specially marked on the Northern Circuit, where the 414 actions of 1887 dropped to 266 in 1906. The total on all the circuits fell from 1,270 to 851. It is more satisfactory to note that there was a corresponding decrease in the number of persons on trial, the aggregate for the circuits being 3,670 in 1887 and 2,809 in 1906. The chief conclusions to be derived from the figures, says Sir JOHN MACDONELL, are that there has been a decrease in actions entered on circuit; that the amount recovered is about the same as it was ten years ago, and that the number of persons for trial has fallen by about one-fourth.

A Disappearing Court.

ON THIS day, the 9th of May, 1908, the Court for the Consideration of Crown Cases Reserved sit to try their last case. The court came into existence by virtue of the Crown Cases Act, 1848; and by the Judicature Act, 1873, its jurisdiction and authority were vested in the judges of the High Court. Long before 1848, however, there was an informal tribunal for considering difficult points of criminal law. When such a point was taken on behalf of a prisoner at a trial, the judge would frequently, after taking the verdict of the jury on the facts, reserve judgment and state a case for the opinion of the judges of the three common law courts. These judges then, at a meeting in Serjeants'-inn, considered the case, and were always ready to hear counsel if so desired. Their decision, however, had no legal force of itself, and was not a judgment. The judges were merely consulted by the judge who tried the case, and they acted as his assessors; and the judgment subsequently pronounced was technically the judgment of that judge and of no one else. Under this system, of course, there was no power to quash a conviction, and a royal pardon was the only means of securing that result. It was not always a matter of entire discretion on the part of the presiding judge to reserve a case. Instances are on record of the judge refusing to reserve a point, and of the prisoner petitioning the Crown for a consideration of the law on his behalf. Such a petition has been referred to the Lord Chancellor, and by him referred to the common law judges. Under the Act of 1848 the judge who tries an indictment has absolute discretion to reserve a point or to refuse so to do. If he refused, there was no power whatever to compel him to state a case, or any means of having the disputed point discussed. The Criminal Appeal Act, 1907, transfers to the new Court of Criminal Appeal all the jurisdiction and authority vested by the Act of 1848 in the Court for the Consideration of Crown Cases Reserved and transferred by the Act of 1873 to the High Court. Under the Act of 1873 all the judges of the High Court were qualified to sit upon the highest tribunal having criminal jurisdiction in ordinary cases. Now a judge of the High Court, as such, has no place in the Appeal Court, which consists of certain nominated judges only. The new Court of Criminal Appeal has, however, all the jurisdiction created by the Act of 1848, and there is nothing in the Act of 1907 to prevent a judge from stating a case and following the procedure of the old Act. Moreover, the Court of Criminal Appeal may, if they think fit, decide in any case that the procedure under the Act of 1848 shall be followed, and may require a case to be stated. This course may often considerably simplify appeals. But it is to be noticed that where a judge states a case under the Act of 1848 there is nothing to prevent the convicted person from appealing on some other point not raised in the case stated. In such a case it seems that two appeals must be heard arising out of the same trial, unless the court orders them to be heard together. By the Judicature Act, 1881, it was provided that the Court of Crown Cases Reserved, now disappearing, should be composed of at least five judges. The new court may consist of as few as three, though all nine may sit together. It is to be hoped that the minimum number will not often sit. The decision of two judges out of three on an important question of criminal law, or reversing the finding of a jury, would hardly be acceptable to the public or to the profession.

Zionism and Company Law.

RARELY if ever before, at least in modern times, have the Scriptures been cited in an English court of justice in support of a legal argument; and certainly never before have they been quoted in reference to company law. Yet Deuteronomy, the Psalms and Isaiah were reverently referred to by counsel in the case of *Re The Jewish Colonial Trust (Limited)*, before Mr. Justice Eves, on the 9th of April, and most impressive was counsel's reading of the Psalm "By the waters of Babylon we sat down and wept." The incident takes us back to the time when all clerics were lawyers, or, rather, when the only lawyers were clerics, and, therefore, law reports being non-existent, they probably had recourse to the Mosaic law to support their arguments. The quotations occurred in connection with a petition under the Companies Act, 1890, for the sanction of the court to a restriction of the objects of the company as set forth in the memorandum of

association. Those objects were to promote and carry out colonization schemes in Palestine, Syria, and any other part of the world. The company, however, was originally brought into existence as an instrument calculated and intended to promote Zionism—that is, the realization of the Jewish ideal of the return of the chosen race to the promised land. It was thought by many members of the company that the very wide powers of the company were inconsistent with Zionism, and it was sought by the present petition to limit the objects of the company to the colonization of Palestine and the adjacent countries. On the other hand, it was contended that the colonization of Palestine was at present impracticable owing to the attitude of the Sultan of Turkey, and consequently the wider powers might prove to be valuable aids to the attainment of the ultimate goal, and in the meantime would afford opportunities for the immediate amelioration of the condition of oppressed Jews in Russia and elsewhere. Mr. Justice Eves held that if he sanctioned the alteration he would be doing very little for those who advocated it and would be imposing an unfair restraint, and possibly an injustice, on those who opposed it, and accordingly he dismissed the petition. We hope and believe that Zionism will not lose anything by the decision. Indeed, we think it will gain, for it seems to us a sound argument that the withdrawal of the wider objects would for all time preclude the company from availing itself of methods ancillary, to and helpful towards, its main object.

Assignments of Leaseholds by Statutory Bodies.

IT HAS been held that when land which is subject to restrictive covenants is acquired for public purposes under the Lands Clauses Act, 1845, whether compulsorily (*Baily v. De Crespigny*, L. R. 4 Q. B. 180) or by agreement (*Kirby v. Harrogate School Board*, 1896, 1 Ch. 437), the restrictive covenants are discharged, so that the covenant cannot maintain an action either against the former owner or against the public body for breach of the covenant; and similarly, the necessity of obtaining the lessor's consent to the assignment of land held under a lease which contains a restriction on assignment is taken away: *Slipper v. Tottenham, &c., Railway Co.* (L. R. 4 Eq. 112). The reason of these decisions is that the purposes for which the land is taken requires that it should be free from the covenant, and any damage which is suffered by the covenant can be made the subject for compensation. But the recent judgment of *Joyce, J.*, in *Metropolitan Water Board v. Solomon* (*ante*, p. 443) shews that the same principle does not apply universally where land is vested in a public body acting under statutory authority, and if the user of the land does not require that it should be set free from restriction, and especially if there is no provision for compensation, the public body take it subject to any restrictive covenant by which it is affected. In that case a London water company had taken houses on lease for a term of forty years from the 25th of March, 1881, the lease containing a covenant against assignment without the consent of the lessors. The undertaking of the water company became vested in the Metropolitan Water Board under statutory provisions which rendered the board subject to all the liabilities of the company. The board also had statutory power to sell or lease lands. They contended that in their hands the leasehold hereditaments were free from the restriction against assignment, but *Joyce, J.*, declined to take this view. The statutes made no provision for compensating any person who might be injured by the transfer of the property to the board, and in fact there was no need for this, since the board took it subject to the same incidents as affected it in the hands of their predecessors. Whatever interest the company had became vested in the board, but nothing further. Hence the board were not entitled to assign the houses without first obtaining the consent of the defendants, the lessors.

The Right to Make Alterations in a Story Without the Author's Consent.

IN THE CASE of *Humphreys v. D. C. Thomson & Co.*, recently tried before *GRANTHAM, J.*, questions of much novelty and interest to authors of books were submitted to the jury. The plaintiff, an authoress known under the name of "Rita," brought her action for damages for libel contained in a periodical called *The Red Letter*, and in the alternative, claimed damages for passing off a serial story already published by her as a wholly

new story. The plaintiff had some years ago sold the right of publishing a story called "The Sinner," and this right had become vested in the defendants. It was admitted that the name of the novel had been changed to that of "Katie Thorne," and that the names of the characters had been altered; and witnesses called by the defendants stated that this, and the cutting out of portions of the story, had been done with the object of making it more acceptable as a serial. One of the witnesses, who stated that he had a large experience with regard to serial stories, said that in a majority of cases the title given by the author was altered and one substituted which appealed to the general public. Descriptions of scenery were for the same reason cut out of the story. The learned judge, while strongly disapproving of this practice, considered that there was evidence that in the case of serial stories it was acquiesced in by contributors. Acquiescence is, of course, something different from consent. We can hardly suppose that Sir WALTER SCOTT would have allowed the descriptions of scenery to be taken out of his novels, and it is stated in Forster's Life of Charles Dickens how the indignation of the novelist was roused by the adoption at a public meeting in Boston of a memorial against any change in the law of copyright, on the ground that if English authors were invested with any control over the republication of their own books it would be no longer possible for American editors to alter and adapt them to the American taste. The practice of American editors seems to have found imitators in this country.

Ought Letters Obtained by Breaking Open a Private Box to be Read in Evidence?

DURING THE recent trial of a husband's petition for divorce from his wife on the ground of adultery, it appeared that, having strong suspicions as to her fidelity, he forced open her boxes and there found certain letters which the counsel who appeared on his behalf said that he did not propose to read. The learned judge (BUCKNILL, J.) is reported to have said that he had always a strong objection to the reading of letters in such circumstances. A box was a box and should not be opened. Speaking generally, neither a man nor a woman should open the box of one or the other. We have the strongest regard for the generous feelings on which this opinion is based, but the diaries and other private writings of persons accused of offences have always been accepted as evidence against them, and we cannot see that it makes much difference whether these papers through inadvertence are left lying about or whether they are fastened up in a box. In either case it is tolerably clear that the person to whom they belonged did not mean that they should be read in a court of justice. A husband may not, as a general rule, be justified in breaking open the boxes or sealed letters of his wife, but there may be occasions when the evidence from other sources of her guilt is so cogent that we cannot be surprised if he departs from a rule of conduct which in ordinary cases ought to be observed. And if the result of his trespass—if trespass it may be called—is to lead to the discovery of documents which support, and are strictly relevant to the charges upon which a decree has to be pronounced by the court, we cannot see that the reception of the evidence is in any way contrary to public policy.

Fees of Counsel in the Republic of Venezuela.

WE HAVE recently been favoured by newspapers with an account of the fees received by counsel in certain cases tried in the High Court, and the amount of these fees is calculated to cause some anxiety to suitors. But things appear to be worse in the Republic of Venezuela. It is stated that a law having been made in the Republic declaring the manufacture, importation, and sale of matches to be a state monopoly, the President, M. CASTRO, granted a lease of this monopoly to a subject of the State, by whom it was assigned to an English syndicate. The President shortly afterwards, without trial and without warning, made a decree cancelling the concession. The English proprietors decided upon taking proceedings in the State Courts, and obtained with difficulty the assistance of a native lawyer who, while thinking that there was a good cause of action, stipulated that, in addition to a handsome fee for his services, an annuity should be settled upon him for a term of years, inasmuch as he ran the risk of being sent into exile for appearing against the government. It may be that the fears of this learned practitioner were

exaggerated. He should, at any rate, have remembered that in most civilized countries the bar have fearlessly appeared in defence of those charged with the offence of subverting the government of the State.

The Honours Examination.

THE RESULT of the last Honours Examination affords evidence of the high standard adopted. Out of forty-one candidates only nine obtained places, and the first class included one name only. Last year at this time eleven candidates succeeded, but there was no one in the first class.

The Reconstruction of Companies.

OCCASIONALLY the Court of Appeal makes havoc of the decisions of courts of first instance and of the opinions and practice of the profession by the introduction of new modes of reasoning and new ways of looking at a question. The recent case of *Bisgood v. Henderson's Transvaal Estates (Limited)* seems to be an example of this, and the importance of the principles laid down calls for a fuller examination than in our previous short note on the result of the case (*ante*, p. 364) we were able to give. The case of reconstruction of companies was dealt with by the Legislature in section 161 of the Companies Act, 1862, and the procedure which ought to be followed upon the sale of the undertaking to the new company was there marked out. The liquidator of the old company may, with the sanction of a special resolution of that company, sell the undertaking to the new company in consideration of shares in the new company, and may distribute these shares among the members of the old company; but dissentient members may require the liquidator either to abstain from carrying the resolution into effect, or to purchase their interest in the new company at a price to be determined by agreement or by arbitration.

This procedure is troublesome to carry out, and, in most cases, it may be surmised, is productive of small pecuniary benefit to the dissentient members, and for a long time the advisers of persons interested in companies have taxed their ingenuity to discover some mode of dealing with dissentient members, which would be more convenient to the persons effecting the reconstruction, and not unduly burdensome to shareholders who did not wish to come into the scheme. The first expedient attempted was to introduce into the articles of association a clause expressly depriving a dissentient member of the rights given him by section 161, and giving him instead the right to require the liquidator to sell the shares to which he would be entitled, and pay over the proceeds to him. But the drift of judicial decision has been in favour of insisting that the statutory safeguards established in respect of companies and their operations shall be strictly observed, and in *Baring-Gould v. Sharpeington, &c., Syndicate* (1899, 2 Ch. 90), and afterwards in *Payne v. The Cork Co.* (1900, 1 Ch. 308), it was held that the rights of the dissentient members as defined by section 161 could not be varied by the regulations of the company.

But section 161 only refers to a sale which is carried into effect by the liquidator. It does not appear to touch a sale of its undertaking made by the company itself while it is still a going concern; and, accordingly, the practice has been adopted of avoiding the restriction of section 161 by arranging that the company shall sell its undertaking to a new company, and shall only go into liquidation after the sale has been completed. To enable this to be done, it has become usual to introduce into the memorandum of association a clause expressly empowering the company to sell its undertaking and to take the purchase price in shares of another company, and the decision of CHERRY, J., in *Cotton v. Imperial, &c., Investment Corporation* (1892, 3 Ch. 454), has been accepted as sanctioning a sale under such a clause, and further, as showing that, although the sale is made in view of the impending liquidation of the old company, yet it is free from the restrictions of section 161. In that case the sale was approved by a resolution of the old company passed on the 13th of April, 1892, and the agreement was executed on the 2nd of May. At meetings on the 4th and 25th of May, 1892, a special resolution was passed and confirmed for winding

up the old company, and it was also resolved that the liquidators should divide among the members the shares to be received under the agreement. CHITT, J., declined to treat this as a sale under section 161, and, indeed, he characterised the argument that it was subject to that section as extravagant. The sale was made by the company in anticipation of the winding up, and not by the liquidators in the winding up, and, consequently, section 161 did not apply. And BUCKLEY, J., followed this decision in *Doughty v. Lomagunda Reefs* (1902, 2 Ch. 837), holding that a sale made by the company before winding up was made under the special power in the memorandum of association, and was free from section 161, notwithstanding that a winding up was resolved upon at the same time.

In both these cases the sale to the new company was in consideration of fully paid shares of that company, but frequently the reconstruction is effected for the purpose of raising additional capital, and then it is part of the scheme that the shareholders in the old company shall accept in lieu of their fully paid shares shares in the new company which are only partly paid. The unpaid balance thus furnishes the necessary supply of new capital. But the liability attached to the new shares is a matter which the shareholders have never bargained for, and, though it may be perfectly legitimate to expect them to take fully-paid shares in the new company, of course they cannot be required to take shares burdened with this liability. And it was held in *Manners v. St. David's Gold, &c., Mines* (1904, 2 Ch. 593) that the authors of the scheme were not entitled to present to dissentient members the alternative of either taking the new shares or forfeiting all their interest in the old company. In that case the agreement for sale provided that the consideration should consist of partly paid shares, and that as further consideration, the new company should undertake the liabilities of the old company; but shares not accepted by members of the old company were to be sold by that company and applied in payment of its liabilities, the new company being to that extent relieved from its obligation under the agreement. JOYCE, J., described the transaction as a device to compel members to provide additional capital when no further call could be made, and he held that the sale was not a sale of the nature authorised by the memorandum. In the Court of Appeal the same view was taken. A sale under the power in the memorandum must be a sale out and out, under which the consideration becomes part of the assets of the selling company, and can be dealt with without reference to the purchasing company. Under the circumstances stated, part of the consideration reverted in certain events to the purchasing company, and this was sufficient to show that the sale was improper, though the scheme was also treated as objectionable, since it involved the imposition on the members of the obligation to find more capital.

In the case just stated, dissentient members had to forfeit their interest entirely, and the benefit of the forfeiture accrued to the new company. This was obviously inequitable, and in subsequent schemes which have come before the courts, this particular objection has been removed, and provision has been made for the realisation of the shares which are not accepted, and for the payment of the proceeds to the members concerned. A scheme of this nature came before KEKEWICH, J., in *Bisgood v. Nile Valley Co.* (1906, 1 Ch. 747), and, notwithstanding the difference in its nature, was held by him to be within the principle of *Manners v. St. David's Gold, &c., Mines* (*suprā*), and to be *ultra vires*. Upon a sale of the undertaking duly carried out under the power in the memorandum, the duty of the liquidator is to realise the shares received as consideration, and after payment of debts to distribute the surplus among all the shareholders according to their interests. Under the proposed scheme the dissentient shareholders, it was said, lost this right and took instead a right to participate in a sale of part of the assets. Hence KEKEWICH, J., held that, while there was no absolute forfeiture as in *Manners' case*, yet there was an interference with the strict rights of the shareholders, which made the scheme *ultra vires*.

Just a month after this decision of KEKEWICH, J., the same question came before WARRINGTON, J., in *Fuller v. White Feather Reward* (1906, 1 Ch. 823), and with a different result. The gist of this later decision was that the proposed mode of

dealing with the shares of the dissentient shareholders was, in fact, a proper distribution of the assets in the winding up. *Prima facie* all the new shares were to be distributed among the members of the old company rateably. As far as possible this would be done by the liquidator. As far as it was not possible—that is, as regards shares which members would not accept—the liquidator was to take the only practicable course. He was to realise the shares, and distribute the proceeds among the members entitled. In effect, although the decision professed to distinguish *Bisgood v. Nile Valley Co.*, which was not then fully reported, it was at variance with it. KEKEWICH, J., insisted on the right of shareholders to a rateable share in the realised assets of the company. WARRINGTON, J., was satisfied if, under a scheme for distribution of assets in specie, members who declined to take the assets were offered instead a share of the proceeds of the assets thus rejected.

The present case of *Bisgood v. Henderson's Transvaal Estates (Limited)* (*suprā*) was in substance identical with the cases which, as just mentioned, resulted in a difference of opinion between KEKEWICH, J., and WARRINGTON, J. The effect of the scheme was to substitute for fully paid £1 shares in the old company, shares in the new company of the same nominal amount, but paid up only to the extent of 17s. 6d. The new shares were to be offered to the members of the old company, and any shares not taken up were to be sold by the liquidator, and the net proceeds distributed among the dissentient members. EVE, J., before whom the case came in the first instance, followed the decision of WARRINGTON, J., in *Fuller v. White Feather Reward* (*suprā*), and held that the scheme was not *ultra vires*; but the Court of Appeal arrived at a contrary result. The leading points in the judgment of BUCKLEY, L.J., in which the Master of the Rolls and FLETCHER MOULTON, L.J., concurred, were (1) that the scheme was one for enforcing a further payment on fully paid shares, and that this was as much prohibited by the Act of 1862 as the issue of shares at a discount; and (2) that, unless the sale were made under section 161, so as to secure for dissentient shareholders the procedure pointed out in that section, the proceeds must be dealt with in accordance with the strict rights of the shareholders, that is, the assets, including the shares in the new company, must be realised and applied first in payment of the debts, and then a proportionate share of the balance paid to each shareholder.

As to the first point, it may be doubted whether it really helps the argument to refer to the principles as to the issue of shares at a discount. *Welton v. Saffery* (1897, A. C. 299), to which BUCKLEY, L.J., referred, is the last of the series of decisions which decide that all shares are subject to payment of the full nominal amount, not only for the purpose of settling accounts between creditors and members, but also for the purpose of settling accounts between the members themselves. And as members are bound to pay up to the nominal amount, so section 38 (4) provides that the liability shall not be carried further. But to say that this applies in the case of a reconstruction scheme, in which partly paid shares are substituted for fully paid shares, involves, if we may say so, a certain laxity of reasoning. The principles of *Welton v. Saffery* and of section 38 (4) apply to the shares in the old company, and there is no attempt to violate them. It may be that the dissentient member is being improperly treated, and it may be that the scheme is a device to induce him to make a further contribution, but this is no objection to the scheme if it keeps within the statute. No liability to contribute can, as a matter of fact, be enforced against the member, nor is any attempt to do so made. He is affected only by the manner in which it is proposed to deal with the new shares. If the proposed dealing is lawful, then the authors of the scheme of reconstruction have placed before the shareholders a perfectly legitimate alternative—either to accept the new shares and pay the assessment, or to withdraw upon the terms of participating in the proceeds of the rejected shares. It may be said that, in effect, this is to increase the liability on the shares, but it is submitted that the practical outcome is really quite otherwise. No shareholder need subscribe a penny more. Each has had the benefit of his original speculation, and, *ex hypothesi*, it has proved a failure. If he likes to stop, he is at liberty to do so. If others desire to go on

and attempt to turn the failure into success by providing more money, there is nothing in the principle of limited liability to prevent them.

The decision of the Court of Appeal, if it is sound, must really rest upon the second point, namely, that upon a distribution of assets in winding up dissentient members cannot be deprived of the benefit of section 161; and this involves the overruling of the decision of CHITTY, J., in *Cotton v. Imperial, &c., Investment Corporation (supra)*, a step which the Court of Appeal, accordingly, have taken. As pointed out above, it has been already decided that the procedure directed by that section cannot be varied as regards sales carried out under the section. The present decision takes this recognition of statutory rights further, and lays it down that when the proceeds of sale are distributed in a winding up, they must either be distributed by realisation and division among all shareholders, or, that if any division in *specie* takes place, it must be in accordance with section 161. In other words, the memorandum of association if it authorises a sale and division of capital assets in any other manner goes beyond its province. Its proper province is to regulate the conduct of the company during its currency, and though BUCKLEY, L.J., did not go so far as to forbid all regulation as to dealing with assets after liquidation, yet such regulation must not vary the statutory rights of the members.

But all this may be conceded without conceding also the application of the principle made by the Court of Appeal. The sale in the case supposed is not in fact made under section 161, and it is difficult to see how any reference to that section is relevant. The statutory rights of the dissentient shareholders must, it is submitted, be sought elsewhere, and they are found in the provision of section 133 (1) that, subject to satisfaction of liabilities, the assets "shall, unless it be otherwise provided by the regulations of the company, be distributed amongst the members according to their rights and interests in the company." In view of the decision of the Court of Appeal, it is useless to discuss minutely the distribution which these words authorise. As has been pointed out by a correspondent (*ante*, p. 411), it is unnecessary to insist in the present connection on the rights of creditors. They, of course, must be provided for before any of the assets go to the members. But it would seem that where the memorandum authorises a distribution in *specie*, it is, as was held by WARRINGTON, J., in *Fuller v. White Feather Reward (supra)*, a sufficient compliance to allow willing members to take the property in *specie*, and to divide among unwilling members the proceeds of the property which they decline. That, however, is not the view of the Court of Appeal; and, while the present judgment stands, schemes of reconstruction which involve the raising of further capital must be carried out with due regard to the rights of dissentient members as defined by section 161. This means practical inconvenience, and it may be doubted whether it really improves the position of the dissentient members.

Reviews.

Criminal Appeal.

CRIMINAL APPEAL AND EVIDENCE. By N. W. SIBLEY, Barrister-at-Law. Fisher Unwin; Sweet & Maxwell, Limited.

This is not a treatise on the new Act which has just come into operation, but a general review and history of the subject of appeal in criminal cases, and of the steps which led to the passing of the Act. The book will be found interesting reading by all concerned in the practice of the criminal law, and by those attracted to the study of this important subject. In perusing its pages we can realize the great advances towards the attainment of a system of real justice made by successive changes in the law. Prisoners were given the right to have copies of depositions; the right to have their witnesses examined on oath; the right to be defended by counsel; the right to give evidence themselves; and finally, the right to appeal from a verdict or judgment against them. Many interesting cases of miscarriage are discussed, and the recent *Edalji* case receives prominent notice; but it is reassuring to read that on the whole there have been very few wrong convictions in the past. The chapter on the payment of compensation in cases of wrongful conviction will also well repay reading.

Coroner's Law.

THE KING'S CORONER: BEING THE PRACTICE AND PROCEDURE IN HIS JUDICIAL AND MINISTERIAL CAPACITIES. By R. HENSLowe WELLINGTON, Barrister-at-Law, M.R.C.S., L.R.C.P., Deputy Coroner for Westminster. VOL. II. Baillière, Tindall, & Cox.

The first volume of this book made its appearance a considerable time before the volume now under notice, and consisted of a short and interesting historical sketch of the office of coroner, together with a collection of the statutes relating thereto. This second volume is quite complete in itself, and forms a treatise on the practice and procedure of the coroner's court. The author is evidently thoroughly familiar with every detail of a coroner's duties, and writes with the knowledge gained by experience as well as that gained by research. The book is clearly and carefully written, and from a practical point of view seems to exhaust the subject. We can thoroughly recommend it to those members of the profession whom it concerns.

Weights and Measures.

THE WEIGHTS AND MEASURES ACTS, 1878 TO 1904, WITH THE BOARD OF TRADE REGULATIONS AND OTHER STATUTES RELATING THERETO. By W. ERIC BOUSFIELD, Barrister-at-Law. With a PREFACE by W. R. BOUSFIELD, K.C. Stevens & Sons (Limited).

The chief object of the Weights and Measures Act, 1904, and of the elaborate and important regulations made thereunder by the Board of Trade at the end of last year, was to introduce uniformity in the methods by which the earlier Acts were carried out. Mr. Bousfield, K.C., was the chairman of the Departmental Committee to whose labours the regulations are due, and he has written an introduction to this book. This fact will, no doubt rightly, be considered as a guarantee of its worth. The subject is an important one, and one which directly concerns a very large number of persons, and indirectly concerns us all. Those who have to see to the enforcement of this branch of the law will find in the book all the information they require. There is a short introduction giving a sketch of the subject, followed by the Acts *in extenso*, decided cases being noticed in short notes following the section considered. The new regulations are also given in full; and in an Appendix will be found some useful forms and other information.

APPEAL CASES UNDER THE WEIGHTS AND MEASURES ACTS, BREAD ACTS, LICENSING ACT, 1872, THE MERCHANDISE MARKS ACT, 1887, AS AFFECTING THE DUTIES GENERALLY OF INSPECTORS OF WEIGHTS AND MEASURES. By G. F. ALLWOOD, Chief Official under the Weights and Measure Acts, &c., for Wolverhampton. Butterworth & Co.; Shaw & Sons.

This little book is a collection of cases decided by various courts on matters of interest to inspectors of weights and measures. We have no doubt that it will be found extremely useful by the class for which it is intended. The point in each decision is reported clearly and with accuracy.

Magisterial Law.

THE JUSTICE'S NOTE-BOOK: CONTAINING A SHORT ACCOUNT OF THE JURISDICTION AND DUTIES OF JUSTICES, AND AN EPITOME OF CRIMINAL LAW. By the late W. KNOX WIGRAM, J.P. EIGHTH EDITION. By LEONARD W. KERSHAW, Barrister-at-Law. Steven & Son; Sweet & Maxwell.

This well-known book is excellent of its kind. It does not profess to be a complete digest of the law affecting justices, nor to rival "Stone"; but it fully comes up to its profession as a "note-book," and gives a capital epitome of the law. Eight years have passed since the last edition was published, and the book was becoming out of date. It has now been carefully brought up to date again; and we congratulate Mr. Kershaw on his work, and advise every magistrate who has not got a copy to obtain one.

Indian Criminal Law.

THE PRINCIPLES OF INDIAN CRIMINAL LAW: AN INTRODUCTION TO THE STUDY OF THE PENAL CODE. By ERIC R. WATSON, Barrister-at-Law, Advocate of the Supreme Court of Ceylon. Sweet & Maxwell.

This book is not a summary of the Indian Penal Code, nor does it profess to give a complete synopsis of the criminal law of India. It aims at thoroughly explaining the fundamental principles on which the law is founded, especially considering those principles which are common to every system of law, and distinguishing (where

necessary) the Indian law from the English. The author is evidently a master of his subject; and we can thoroughly recommend the book to all students who have to pass an examination in Indian criminal law.

Criminal Law and Practice.

A GUIDE TO CRIMINAL LAW AND PROCEDURE: INTENDED FOR THE USE OF STUDENTS FOR THE BAR FINAL AND FOR THE SOLICITORS' FINAL EXAMINATIONS. By CHARLES THWAITES, Solicitor. SEVENTH EDITION. Furnival Press.

A seventh edition of this well-known guide will be welcome to students wishing to refresh their memories of larger books just before facing the examiners.

Books of the Week.

The Practice of the Court of Quarter Sessions and its Civil, Administrative and Appellate Jurisdiction, to which is added a Short Treatise on its Criminal Jurisdiction, with Tables of Statutes under which Appeals Lie, and of all Indictable Offences Tryable at Quarter Sessions, and Appendices. By JOHN FREDERICK ARCHBOLD, Esq., Barrister-at-Law. Sixth Edition, Revised and Partly Re-written. By FRANCIS R. Y. RADCLIFFE, Esq., K.C. Butterworth & Co.; Shaw & Sons.

A Compendium of the Law of Torts, specially Adapted for the Use of Students. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Seventh Edition. Sweet & Maxwell (Limited).

The English Reports. Vol. LXXXIII.: King's Bench Division XII., containing Raymond, Sir T. Levinz 1, 2, and 3, Keble 1. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Jones' Book of Practical Forms for Use in Solicitors' Offices. Vol. II., containing about 150 Precedents, comprising, *inter alia*, Agreements for Sale, Hire-Purchase, and Employment, an Affiliation agreement an Abstract of Title, Requisitions, Conveyances, Assignments, Mortgages, Tenancy Agreements and Leases, Assignments for Benefit of Creditors, Bills of Sale, Bills of Exchange, Statutory Declarations, Apprenticeship Indentures, Articles of Clerkship, Deeds Relating to Rent-charges, Bonds, and Notices, together with a Miscellaneous Collection of Everyday Forms, with Dissertations, Notes, and References. By CHARLES JONES. Effingham Wilson.

Poor Law Settlement and Removal. By HERBERT DAVEY, Barrister-at-Law. Stevens & Sons (Limited).

Criminal Appeals under the Criminal Appeal Act of 1907; with Rules of Court and Forms. By A. C. FORSTER BOULTON, M.P., Barrister-at-Law. Butterworth & Co.

The Licensed Trade: An Independent Survey. By EDWIN A. PRATT. John Murray.

CASES OF THE WEEK. Court of Appeal.

HUGGETT v. MIERS. No. 1. 29th April.

LANDLORD AND TENANT—HOUSE LET IN SEPARATE TENEMENTS—DUTY TO LIGHT STAIRCASE—ACCIDENT TO PERSON VISITING TENANT.

The defendant was the owner of a building, the separate floors of which he let to different tenants for offices. The defendant retained possession and control of the staircase. The staircase was lighted by means of gas brackets on each landing, the gas being supplied, not by the defendant, but from meters belonging to the tenants of the several offices, and each tenant when he left at night turned out the gas outside his office. The plaintiff was a canvasser in the employment of the tenant of offices on the second floor, and late one evening, after all the gas on the several landings had been turned out, he came down the staircase in the dark and, mistaking his way, was going down to the basement when he fell through a door and was injured. He brought an action to recover damages for the injuries sustained, upon the ground that it was the defendant's duty to light the staircase.

Held, that, apart from contract, there was no duty upon the defendant to light the staircase, and that no implication of any such contract could be made, and that therefore he was not liable.

Miller v. Hancock (41 W. R. 578; 1893, 2 Q. B. 177) discussed.

Application by the defendant for judgment or a new trial in an action tried before Channell, J., and a jury at Leeds, in which the plaintiff claimed to recover damages for personal injuries. The defendant, who was the owner of a building at Leeds, let the different floors thereof to separate tenants as offices. The staircase, which gave access to all the offices, remained in the possession and under the control of the defendant. The staircase was lighted by means of gas brackets on the several landings outside the offices, and the gas was supplied to the brackets, not by the defendant, but from meters belonging to the respective tenants. Each tenant when he left at night turned off the gas at the bracket which his

meter supplied, and thus when the last tenant left the staircase was in darkness. The plaintiff was a canvasser in the employment of the tenants of a set of offices on the second floor of the building, and being there on business one evening he left after all the lights on the staircase had been put out. In the dark he descended by mistake below the ground floor towards the basement, not knowing that he had passed the entrance hall, the door to which was closed, and he came to a door which he opened for the purpose of going out. The door was used for the purpose of lowering goods on to waggon in a yard, and he fell down into the yard and was injured. The plaintiff's case was that the staircase, by reason of not being lighted, was dangerous to those lawfully using it, and that it was the defendant's duty to light the staircase. Channell, J., directed the jury that there was no duty on the defendant to light the staircase, and the jury found a verdict for the defendant.

THE COURT (GORELL BARNES, P., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the application.

GORELL BARNES, P., said that the plaintiff based his contention upon the case of *Miller v. Hancock* (41 W. R. 578; 1893, 2 Q. B. 177). As a general rule, when an easement was granted the owner of the servient tenement was not under any obligation towards the grantee of the easement to do any repairs. Unless there was some contract, express or implied, under which the landlord undertook to keep the staircase in repair, he was under no duty towards his tenants to do so. If there was no such duty towards the tenants there could be no such duty towards a third person who came upon the premises by the invitation of one of the tenants. In *Miller v. Hancock* the court held that the landlord had impliedly undertaken to keep the staircase in a proper state of repair, inasmuch as he knew that the premises would be of no use to the tenants unless he kept the staircase in repair, and if he did not do so the whole transaction would be futile. The decision in that case depended upon its special facts. In the present case the contention went further. It was contended that the defendant was under a duty to light the staircase. In his opinion no reasonable implication of any such duty could be raised. *Miller v. Hancock* was an exceptional case, and should not be extended so as to cover the present case. The judgment for the defendant was therefore right.

FLETCHER MOULTON and FARWELL, L.J.J., concurred.—COUNSEL, Tindal Atkinson, K.C., and H. S. Cawley; Waugh, K.C., and J. A. Compton. SOLICITORS, Rollit & Sons, for A. H. Lake, Wakefield; Jaques & Co., for Scott & Turnbull, Leeds.

[Reported by W. F. BARRY, Barrister-at-Law.]

LAZARUS v. SMITH. No. 2. 1st May.

PRACTICE—SUMMARY JUDGMENT—ACTION BY MONEY-LENDER—HARSH AND UNCONSCIONABLE TRANSACTION—R. S. C. XIV.—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 1.

Where a defendant under order 14 sets up a claim to relief under the Money-lenders Act, 1900, the proper order to be made under order 14 is one which gives the plaintiff judgment for any portion remaining due of the total money actually lent by the plaintiff to the defendant without interest, and gives the defendant leave to defend as to the residue of the claim.

This was an appeal by the defendant from an order made by Ridley, J., at chambers. The plaintiff in the action is a money-lender, trading as "A. Masters," and he sued the defendant on a promissory note for £295. It appeared from the affidavit sworn by the defendant that the plaintiff had advanced the defendant £250 in February, 1907, on a promissory note for £350, repayable by five instalments of £30, payable respectively in March, April, May, June, and July following, and one instalment of £250 payable in August. The defendant paid the five instalments of £30, but was unable to pay the instalment of £250. The promissory note was renewed several times, and the defendant paid on such renewals further sums amounting in all to £110, making a total of £210 repaid by him to the plaintiff. In these circumstances, on a summons by the plaintiff under order 14 for liberty to sign judgment for the amount claimed, the master ordered that the plaintiff should be at liberty to sign judgment against the defendant for £40, and that the defendant should have leave to defend as to the residue, and that the action should be set down for trial in the short cause list. On appeal by the defendant, Ridley, J., affirmed the master's order. The defendant now appealed to the Court of Appeal to have the plaintiff's application under order 14 dismissed with costs.

THE COURT (COZENS-HARDY, M.R., and KENNEDY, L.J.) dismissed the appeal.

COZENS-HARDY, M.R., said that, in his opinion, the appeal failed. He had no desire or intention to depart from one word that he had uttered in *Wells v. Allott* (1904, 2 K. B. 842), and he wished it to be plain that his view was that in any case in which an issue had to be decided under the Money-lenders Act, that was a matter which ought to be dealt with at the trial of the action, and not by summary judgment under order 14. But the present case was one in which the defendant admitted that he had received £250 from the money-lender, and he asserted that he had paid back £110, which left £40 due, even if it were to be treated as a loan which carried no interest at all. Taking this clear admission by the defendant that £40 was due from him to the plaintiff, what had the Money-lenders Act to do with the case? His lordship could see no distinction between the present case and a claim on a promissory note for £250 and a defence set up that only £40 had been received. He thought that it was a clear case for judgment for £40 and leave to defend as to the remainder of the claim. His lordship would have felt greater difficulty if the master and the learned judge had given the plaintiff leave to sign judgment for any interest under the promissory note. In a case where it was clear that the claim for interest would have to be reviewed, it would be wrong to make an order for anything more than the admitted principal sum due, and in that respect he (the Master of the Rolls) thought that what was apparently the practice in chambers of giving a

plaintiff judgment for the principal sum admitted to be due, and interest at five per cent., was wrong and ought not to be followed. In the present case, however, that was not what had been done, and the appeal must be dismissed with costs.

KENNEDY, L.J., agreed. His lordship thought that it could not be right that, if order 14 was to apply at all where there was an admitted debt, rule 4 was not to apply where the claim was made by a money-lender. His lordship also agreed with what the Master of the Rolls had said as to the practice, stated in the note in the Annual Practice to ord. 14, r. 1, of giving the plaintiff judgment for any portion remaining due of the total money actually lent by the plaintiff to the defendant during the whole of the transactions forming the subject-matter of the action, with 5 per cent. interest. In his lordship's view the right course was not to deal at all with interest which might be a subject for inquiry and assessment, and possibly assessment on less favourable terms under the Money-lenders Act, on a proceeding under order 14, which should only be used in a case where a liquidated sum was admitted to be due.—COUNSEL, *Chaytor; Moyser, Solicitors; Nicholson & Crouch; Emmanuel.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

IVIMEY v. IVIMEY. No. 2. 30th April.

PRACTICE—ORDER FOR PAYMENT OF COSTS IN DIVORCE SUIT—ACTION UPON ORDER—R. S. C. XLII. 24; LXVIII. 1.

The effect of ord. 68, r. 1, coupled with ord. 42, r. 24, is that an action cannot be maintained in the High Court to enforce an order made by a judge of the Divorce Division, though this does not apply to an order made by a judge of that division in Probate.

This was an appeal from a decision of Coleridge, J., in chambers. It appeared that in a divorce suit, Mabel Ivimey being the petitioner, and John William Ivimey respondent, the President of the Probate, Divorce, and Admiralty Division on the 19th of February, 1908, made an order ordering the respondent within seven days of the service of the order to pay to the petitioner £62 10s. 9d., being the amount of the petitioner's costs, and further, within seven days to lodge in court £60 to cover the costs of the petitioner of the hearing, to give a bond and two sureties in a penal sum of £120 conditioned for the payment of such expenses of petitioner as should be certified to be due and payable by the respondent, not exceeding the said sum of £60. All further proceedings to be stayed until the order was complied with. This order having been disobeyed, an application was now made to the court under order 14 to sign judgment for the sum of £62 10s. 9d. Coleridge, J., was of opinion that the decision in *Norton v. Gregory* (73 L.T. 10), that where there is a final adjudication on the merits as to payment of costs by the order to pay, in the Probate Division, that is in the nature of a judgment, and an action can be brought upon it under ord. 42, r. 4, was distinguishable from the present case, as this was an order *pendente lite*, liable under certain circumstances to be reversed. He was of opinion, therefore, that the proper remedy for the enforcement of the order was by attachment, and further, that, even if it were open for the petitioner to sue the respondent for the money ordered to be paid, such a suit would, in the circumstances, be an abuse of the process of the court. He accordingly dismissed the action brought by the petitioner against the respondent with costs. The petitioner appealed.

THE COURT (COZENS-HARDY, M.R., and KENNEDY, L.J.) dismissed the appeal.

COZENS-HARDY, M.R.—This is an appeal in a matter of some importance, and I am happy to say that we have had every possible assistance from counsel, but I think that there is no ground for doubting that the decision of Coleridge, J., was right. An order was made in the Divorce Division for payment of certain costs by the respondent to the petitioner; all further proceedings were stayed until that order was complied with. The consequences of an order made in the Divorce Court are prescribed by the rules and orders made for proceedings in the Divorce Court, and by rule 179 the person in whose favour an order for payment of costs is made can, if the costs be not paid within seven days, obtain as of course the issue of a writ of *fieri facias*, or writ of sequestration. In addition to that there is a right to apply for attachment. The petitioner has not applied to enforce the order in the manner prescribed by the rule or in accordance with the practice of the Divorce Court, but she has issued a writ in the High Court claiming the amount due under the order. The learned judge has held that no such action will lie, and in my opinion his decision is perfectly correct. In the first place this is not a judgment, it is a mere order. Before the Judicature Acts the law was that an action could not be brought in one branch of the courts upon an order of another branch of the court, but now by ord. 42, r. 24 every order of the court or a judge may be enforced against all persons bound thereby in the same manner as a judgment to the same effect. The effect of that is that for most purposes there is no difference between an order and a formal judgment. There may be differences between an interlocutory order and a final order, but the mere fact that an order is called an order and not a judgment does not prevent the court from employing the same remedies as if it were a judgment. Now, the appellant here must proceed under rule 24 of order 42, and that rule has no application to the present case, because when you look at ord. 68, r. 1, you find, "Subject to the provisions of this order nothing in these rules, save as expressly provided, shall affect the procedure or practice in any of the following causes or matters: (a) Criminal proceedings . . . (d) Proceedings for divorce or other matrimonial causes." The respondent's point is that the effect of ord. 68, r. 1, coupled with ord. 42, r. 24, does not give any jurisdiction to the High Court to enforce by action any order made in the Divorce Court, whether it be an interlocutory or final order. I think the authorities bear out that contention. In *Godfrey v. George* (1896, 1 Q. B. 48) a solicitor had been ordered to pay the costs of an application to strike

him off the rolls, and an action was brought upon that order. It was held that the action could be maintained on the ground that the proceedings to strike him off were not criminal proceedings, and were, therefore, proceedings to which ord. 42, r. 24, applied. *Bailey v. Bailey* (13 Q. B. D. 85) is to the same effect, that the remedy on an order for alimony made by a judge of the Divorce Division is that prescribed by 20 & 21 Vict. c. 85 and the rules of the Divorce Division. That being so, and there being, so far as I am aware, no authority to the contrary, I think that we must hold that no action can be maintained in the High Court on an order made by a judge of the Divorce Court. I will only add that this does not apply to an order made by a judge of that division in Probate, because the practice in Probate is not excepted by ord. 68, r. 1. The appeal must be dismissed.

KENNEDY, L.J., was of the same opinion, but his lordship was not sure that he quite agreed with the precise grounds of Coleridge, J.'s, judgment, and preferred to base his judgment on the ground stated by the Master of the Rolls, that ord. 42, r. 24, did not apply to enforce an order made by a judge of the Divorce Court, but that the process which should be followed was the process indicated by the rules of the division.—COUNSEL, *Lynch; Hogg, Solicitors; C. R. A. Edmonds; Paterson, Candler, & Sykes.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

WARD v. WEBER AND OTHERS. Div. Court. 30th April.

COUNTY COURT—ACTION OF TORT BY NEGLIGENCE, REMITTED TO—JOINDER OF CLAIM UNDER EMPLOYERS' LIABILITY ACT, 1880.

Where an action in the High Court for damages for personal injuries caused by the negligence of the defendants is remitted to the county court, and the plaintiff in his particulars of claim in the county court combines with his claim for tort an alternative claim under the Employers' Liability Act, 1880, the county court has jurisdiction to try the latter claim.

Appeal from the Shoreditch County Court. The plaintiff brought an action against his employers in the High Court for damages for personal injuries alleged to have been caused by their negligence. The action was remitted to the county court on the application of the defendants under section 66 of the County Courts Act, 1888. The plaintiff filed particulars of his claim in the county court. In these particulars there was also an alternative claim under the Employers' Liability Act, 1880. At the trial the deputy county court judge sustained the contention of the defendants that he had no power to try the claim under the Employers' Liability Act, 1880, but only the claim for tort remitted from the High Court. Section 66 of the County Courts Act, 1888, after providing for the remission under certain circumstances of actions of tort from the High to the county court, continues: "And the action and all proceedings therein shall be tried and taken in such court as if the action had originally been commenced therein . . ." By ord. 14, r. 12, of the County Court Rules, 1903 and 1904: "A plaintiff may file and deliver amended particulars of demand . . . at any time before the return day, without obtaining any order for the purpose; but the judge at the trial, if satisfied that the opposite party has not had a reasonable opportunity of preparing his case to meet any new matter introduced by such amendment, or for any sufficient cause, may disallow the amendment, or may adjourn the trial, and may make such order as to costs as he may think fit."

THE COURT (CHANNELL and SUTTON, JJ.) held that the deputy county court judge had jurisdiction to hear the claim under the Employers' Liability Act, 1880, as such a claim was properly brought in the county court and as the plaintiff, having power to subsequently amend his claim for tort by adding the alternative claim under the Employers' Liability Act, 1880, the two claims could be advanced in the same particulars. The case, therefore, was sent down for a new trial.—COUNSEL, *Moyser; Thorn Drury, Solicitors; C. F. Appleton; William Hurd & Son.*

[Reported by C. G. MORAN, Barrister-at-Law.]

BROOK (LIM.) v. MELTHAM URBAN DISTRICT COUNCIL. Div. Court. 28th and 29th April.

RIVERS POLLUTION PREVENTION ACT, 1876 (39 & 40 VICT. c. 75), s. 7—
"SEWERS" ONLY SUFFICIENT FOR THE REQUIREMENTS OF THE DISTRICT
—BACTERIAL PURIFICATION WORKS.

Section 7 of the Rivers Pollution Prevention Act, 1876, which deals with the provision by sanitary and local authorities having sewers under their control, of facilities to manufacturers for carrying the liquids from their factories into the sewers, provides, inter alia, that no sanitary authority shall be required to give such facilities "where the sewers of such authority are only sufficient for the requirements of their district."

Held, that the word "sewers" in this proviso means sewers proper, and does not include bacterial purification works into which the sewage flows through the sewers, and whence it is carried by pipes into a river.

Appeal from the county court. The plaintiffs, manufacturers, claimed that the defendants, the local authority, had wrongfully refused to give them "facilities" for carrying liquids proceeding from their factories into the sewers under the control of the local authority under section 7 of the Rivers Prevention Pollution Act, 1876, and they claimed an order that the defendants should afford them such "facilities." By section 7 of the Rivers Pollution Prevention Act, 1876: "Every sanitary or other local authority having sewers under their control shall give facilities for enabling manufacturers within their district to carry the liquids pro-

ceeding from their factories or manufacturing processes into such sewers. Provided that Provided also, that no sanitary authority shall be required to give such facilities, as aforesaid, where the sewers of such authority are only sufficient for the requirements of their district. . . ." It appeared from the evidence that the sewage in the district of this local authority was carried by sewers into bacterial purification works, and thence by pipes into a river. The county court judge found that the "sewers," if they included the bacterial purification works, were not sufficient for the requirements of the district, but that the sewers proper—the pipes—were more than sufficient for the requirements of the district, and he held that the word "sewers" in the proviso to section 7 included the bacterial purification works, and accordingly refused to make an order on the defendants to grant the plaintiffs facilities for carrying the liquids from their factories into the sewers. The plaintiffs appealed.

CHANNELL, J., said that if the point were open there was ground for saying that the word "sewers" in the proviso meant sewerage system. He said this partly owing to the policy of the section, which gave facilities to a manufacturer to empty the liquids from his factory into the sewers of a local authority to prevent the pollution of rivers, but it was provided that the local authority were not required to give such facilities where their sewers were only sufficient for the requirements of their district. If the sewers were not sufficient the local authority were not to be made to make them sufficient for this purpose, and there appeared no more reason why the local authority should be put to the expense of enlarging their purification works than of enlarging their sewers proper. But he did not say that was his final view on the question as apart from authority. But, in his opinion, the cases of *Guthrie, Craig, Peter, & Co. v. Magistrates of Brechin* (1888, 15 R. 385) and of *Eastwood Brothers (Limited) v. Harley* (1901, 1 Ch. 645) were exactly in point. On the authority of those two cases he must construe the word "sewers" in the proviso as meaning sewers proper as distinguished from the drainage or sewerage system.

SUTTON, J., said that in his judgment he agreed with that of the Lord President in *Guthrie, Craig, Peter, & Co. v. Magistrates of Brechin* (*supra*).—COUNSEL, *Danckwerts, K.C.*, and *Wilberforce*; *Scott-Fox, K.C.*, and *Lowenthal*. SOLICITORS, *Van Sanden & Co.*, for *Mills & Co.*, Huddersfield; *Rawle, Johnstone, & Co.*, for *Learoyd & Co.*, Huddersfield.

[Reported by C. G. MORAN, Barrister-at-Law.]

BAKER v. SNELL. Div. Court. 4th May.

DOG—SAVAGE DOG—OWNER OF, TO KEEP AT HIS PERIL—BREACH OF DUTY BY OWNER'S SERVANT ENTRUSTED WITH CARE OF DOG.

The owner of a savage dog must keep it at his peril, and if he entrusts it to the care of his servant, and that servant sets the dog upon a person who is bitten by the dog, an action will lie against its owner.

Appeal from the county court. The plaintiff was a barmaid, and the defendant was her employer. The plaintiff brought an action against the defendant for damages for personal injuries caused by the bite of a dog of which the defendant was the owner. It appeared from the plaintiff's evidence that the dog had previously bitten the plaintiff, her sister, and also another person, and that the defendant had given his potman orders to let the dog loose on his coming down in the morning, but to tie it up before the barmaids came down. It appeared that the potman on the occasion when the plaintiff was bitten came with the dog into the kitchen where the barmaids were having breakfast, saying, "I will bet the dog will not bite anyone. Go it, Bob!" and that the dog then bit the plaintiff. The county court judge non-suited the plaintiff, holding that the injuries arose from the wilful and malicious act of the potman, and that he had assaulted the plaintiff. The plaintiff appealed.

CHANNELL, J., said that in his opinion the owner of a savage dog would not be liable for the act of a third person, for whom the owner was in no way responsible, in setting the dog at a man. But in this case the person to whose act the injury was due was the servant of the defendant, to whose care the defendant had entrusted the dog. There was a distinct breach of the potman's duty in not tying the dog up. If the potman had been shewn to have a special spite against this barmaid, the master could not have been liable. But there was no evidence of that. On the whole, he thought that the act of the potman, though it might be said to have been wanton and malicious, might render the master liable, as it was the duty of the master to keep the dog safe, and he had entrusted it to his servant, who did not keep it safe. Also, it might be that if the case had been left to the jury they might have found that the dog bit the plaintiff by reason of its savage disposition and without any inducement from the potman. There would, therefore, have to be a new trial.

SUTTON, J., agreed with the decision.—COUNSEL, *A. Profumo and G. Head*; *E. S. Abinger*. SOLICITORS, *H. F. Strauts*; *Philbrick & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re LEBER. Ex parte THE TRUSTEE. Bigham, J. 6th April; 4th May.

BANKRUPTCY—BILL OF SALE—DEFRAUDATION—REGISTRATION—BILLS OF SALE ACT, 1878, s. 10, sub-section 3.

A debtor gave a bill of sale over his household chattels to secure £1,000, and on the same day executed a mortgage of his leaseholds to secure the same loan. The mortgage contained provisions different from the terms of the bill of sale.

Held, that the mortgage was not a defraudation or condition of the bill of sale, but an independent contract not requiring registration, and that the bill of sale was good.

Motion by the trustee in the bankruptcy to set aside a bill of sale granted by the bankrupt to one Meye to secure a sum of £1,000 and interest. In February, 1907, Meye had lent the bankrupt about £750 to pay off a then existing mortgage of the bankrupt's leaseholds and had taken a transfer of such mortgage. In July, 1907, Meye lent further moneys to the bankrupt, making a total of £1,000. On the 25th of July, 1907, the bankrupt granted to Meye a bill of sale over his personal chattels to secure the sum of £1,000, and agreed thereby to repay the principal and interest by equal quarterly instalments of thirty pounds each. On the same date the bankrupt gave Meye a collateral security in the shape of a further charge on his leaseholds, which was indorsed on the transfer of mortgage which Meye had taken in the previous February. Such further charge contained a proviso that the powers and remedies of the original mortgage were to remain in force. Among the provisions of the original mortgage was a covenant by the mortgagor to keep the mortgaged premises in repair, and in the event of his failure to keep them in repair the mortgagor was empowered to enter upon the premises, put them in repair, and add the cost of the repairs to his loan. Counsel for the trustee contended that this further charge was a defraudation or condition within section 10, sub-section 3, of the Bills of Sale Act, 1878, which ought to have been contained in the body of the bill of sale, or written on the same paper with it before registration, because it contained conditions, such as the proviso as to repairs, which were inconsistent with the bill of sale, and therefore the bill of sale by itself did not contain the whole agreement between the parties. They cited *Counsel v. London and Westminster Loan Co.* (36 W. R. 53, 19 Q. B. D. 512), *Edwards v. Marcus* (1894, 1 Q. B. 587), *Ellis v. Wright* (76 L. T. 552), and *Petit v. Lodge & Harper* (1908, 1 K. B. 744). Counsel for the respondents contended that the further charge was an independent contract, quite distinct from the bill of sale, and in no way operating as a defraudation or condition of the bill of sale. They cited *Heseltine v. Simmons* (41 W. R. 67; 1892, 2 Q. B. 547).

BIGHAM, J.—The question for decision in this case is whether this bill of sale is avoided by reason of section 10, sub-section 3, of the Bills of Sale Act, 1878. The facts are, that in July, 1907, Meye was a secured creditor of the bankrupt, and his security was a mortgage on the bankrupt's leaseholds to secure the sum of £750. There was a proviso in the security that the mortgagor was to keep the premises in repair, otherwise the mortgagee was empowered to enter and repair them and charge the cost to the mortgagor. In July, 1907, the bankrupt's debt was increased to £1,000, and Meye stipulated for security for £1,000 in the shape of a bill of sale on the bankrupt's household chattels, and also for a memorandum to be indorsed on the mortgage to make that security extend to the whole £1,000, which memorandum kept the proviso as to repairs in force. There were provisions for repayment both in the bill of sale and in the mortgage which were practically identical; each quarter £30 and interest was to be paid to extinguish the debt. It is now contended that the proviso in the mortgage as to repairs is in some way a defraudation or condition of the bill of sale within section 10, sub-section 3, of the Bills of Sale Act, 1878. To my mind it is impossible to hold that that proviso as to repairs is in any way a defraudation or condition of the bill of sale. If the bankrupt had paid all the instalments under the bill of sale, he would have got full quittance of his debt, and full discharge in respect of his chattels, and would have been entitled to have them back. The fact of his contracting to put his leasehold premises into repair, and to be liable for the cost of repair, has nothing to do with the bill of sale, which I hold to be a good one. Application dismissed.—COUNSEL, *Vachell, K.C.*, and *Tindale Davis*; *Pollock, K.C.*, *Hansell*, and *Merlin*. SOLICITORS, *Cecil J. Rawlinson*; *A. J. Ford*.

[Reported by P. M. FRANCIS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

EDEN v. EDEN AND BATTERICK. Bocknill, J. 29th April.

DIVORCE—MARRIAGE IN JERSEY—PROOF.

Where the parties in a divorce suit had been married in Jersey, the court did not require formal proof of the marriage.

Husband's undefended suit for a dissolution of his marriage on the ground of his wife's misconduct with the co-respondent. The parties were married on the 2nd of July, 1895, at St. Martin's Church, Jersey. On behalf of the petitioner it was urged that as Jersey was in the diocese of Winchester formal proof of the marriage was unnecessary, a course followed by Barnes, P., in *Playfair v. Playfair and Aylett-Graves* (Times, March 18th, 1908).

BUCKNILL, J., said that he had noted the decision of Barnes, P., and intended to follow it. Accordingly no formal proof of the marriage was tendered, and after evidence of the adultery had been given a decree nisi was pronounced.—COUNSEL, *Talbot-Ponsonby*. SOLICITORS, *Tapp, Blackmore*, & Co.

[Reported by DIGBY CORRIE-PARRY, Barrister-at-Law.]

Just as we are going to press we hear, with deep regret, of the death of Mr. E. P. WOLSTENHOLME, the eminent conveyancer, on Thursday night. We hope next week to notice his career.

Societies.

The Annual Meeting of the Bar.

The annual general meeting of the Bar was held on Tuesday. The ATTORNEY-GENERAL presided, and among those present were the Solicitor-General, Sir R. Finlay, K.C., Sir E. Clarke, K.C., Mr. English Harrison, K.C., Mr. J. G. Butcher, K.C., Lord Robert Cecil, K.C., M.P., Mr. Cave, K.C., M.P., Mr. J. F. P. Rawlinson, K.C., M.P., Mr. E. Tindal Atkinson, K.C., Mr. Lanceford Sanderson, K.C., and Mr. E. L. Levett, K.C.

The ATTORNEY-GENERAL in the course of his address paid a high tribute to his predecessor, Sir J. Lawson Walton, and proceeded to say that the annual statement of the General Council of the Bar mentioned as the first and, perhaps, most important item of the legislation of the year the Criminal Appeal Act, as to which it uttered some rather gloomy anticipations. He thought it was impossible, at present, exactly to measure the effect which that Act would have upon our judicial arrangements. As it was now law, neither argument nor prophecy was any longer of much practical service; but he expressed the hope and belief that just as we had been able for many centuries to get on without a Court of Criminal Appeal, by reason of the scrupulous, religious—he was almost going to say superstitious—care we had displayed for the interests of justice in our criminal courts, so, he thought, in the future the continuance of the same care and scruple would enable us to get on with much fewer appeals than was perhaps anticipated. With regard to codification of the law, he said that one could not help being struck, year by year, by the great increase there was both in the bulk and in the complexity of our legislation. He believed there used to be an idea, in the very old days, that in the progress of legislative reform they would see the work of the bar diminished. That idea had now an almost comical aspect. Their work was more necessary than ever. They could safely rely on Parliament's going on year after year giving more and more difficult laws for their consideration. The least they could do in return was to simplify as far as they could some of the older branches of the law by putting them into the form of codes. On the subject of the proposals for reciprocity between English and Colonial bars, mentioned in the annual statement, the Attorney-General said that it was found, at the Colonial Conference, that the Colonial Premiers had no authority to pledge their own bars to any particular policy of reciprocity. Mr. Deakin confined his proposal to the English bar, and suggested that it should allow a freer access on the part of colonials than had hitherto been the case. When that proposal was put before the Conference, the Attorney-General said he objected that it was beyond the competence and jurisdiction of the Conference either to advise, or direct, anything in relation to any professional interest with a single country or colony; and submitted that the utmost they could do was to make recommendations or give decisions of a more or less legislative character in relation to the Empire as a whole, and that each unit of the Empire must be left to deal with its own particular interests according to its own discretion, and could not be expected to accept advice unless it were advice accepted by all the different constituent parts of the Empire. The result was that the proposal, although tabled, was not proceeded with further. With regard to the burning question of the hour—the answers by barristers in newspapers of a professional character, giving advice to the subscribers to the newspapers—the Bar Council was very much divided upon the matter. Sometimes the majority was of one view and sometimes of the opposite view, and the effect was embarrassing. It was not an easy question. On the one hand there was a very long-established practice with regard to certain papers, which had almost attained the status of a vested interest. On the other hand, there was a danger of an indiscriminate extension of the practice which might in time affect those fundamental rules of their profession with regard to self-advertisement and the acquisition of business which, in his opinion, were vital to the dignity and status of the bar. He thought the Bar Council ought to arrive at a decision upon this subject.

MR. ENGLISH HARRISON, K.C., moved: "That the annual statement for 1907-8 be received and, except as to so much of the statement as relates to answers by barristers to questions in newspapers, be adopted; and that as to such excepted questions, that matter be referred back to the council for further consideration."

MR. WARMINGTON, K.C., seconded the resolution, and after a short discussion it was agreed to.

The ATTORNEY-GENERAL said that of course if the Bar Council failed to arrive at a resolution on the matter of answers by barristers to questions in newspapers, he, as Attorney-General, should be prepared to adjudicate upon any individual cases if invited to do so. At the same time, he would prefer to act with the approval and support of the Bar Council.

After some other business had been transacted, the meeting ended with the usual votes of thanks.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—MARCH, 1908.

At the Examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

CLIFFORD HICKS BUTLER, B.A. (Oxon.), who served his clerkship with Mr.

Arthur Wansbrough Jones, of the firm of Messrs. Stevens, Miller, & Jones, of Norwich; and Messrs. Sharpe, Pritchard, & Co., of London.

SECOND CLASS.

[In alphabetical order.]

Ernest Frank Churchill, who served his clerkship with Mr. Charles Ernest Hewett, of Reading; and Messrs. Gribble, Oddie, & Co., of London.

Junius Minett Cope, who served his clerkship with Mr. John Matthews, of the firm of Messrs. Nevill & Matthews, of Tamworth; and Messrs. Braikenridge & Edwards, of London.

Thomas Greaves, who served his clerkship with Mr. H. A. Sanders, of Chesterfield.

William Edward Leonard Shenton, who served his clerkship with Mr. Chaloner Shenton, of Winchester; and Messrs. Wright, Onslow, & Beamish, of London.

Frederick Bentley Turner, LL.B. (Lond.), who served his clerkship with Mr. C. H. T. Marshall, of Colchester; and Messrs. Taylor, Stileman, & Underwood, of London.

THIRD CLASS.

[In alphabetical order.]

Percy George Eager, who served his clerkship with Mr. Robert Vaughan Gower, of Tunbridge Wells.

William Ashcroft Lambert, who served his clerkship with Mr. N. Newbold Kay, of York; and Mr. J. H. Davidson, of Sheffield.

Hugh Cecil Talbot, LL.B. (Lond.), who served his clerkship with Mr. George Arthur Flowers, of Steyning; and Messrs. Burton, Yeates, & Hart, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Butler—The Clement's-inn Prize—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Thomas Clifford Jones—The John Mackrell Prize—Value about £12.

Mr. Jones, served his articles of clerkship with the late Mr. John William Rowlands and Mr. William Dickinson, both of Wakefield, and Mr. William Britton Seldon, of Bideford.

The Council have given class certificates to the candidates in the second and third classes.

Forty-one candidates gave notice for the examination.

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London, 1st May, 1908.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—May 5.—Chairman, Mr. G. C. Blagden.—The subject for debate was: "That the new Government deserves the support of this house." Mr. S. A. Guest opened in the affirmative; Mr. P. B. Henderson opened in the negative. The following members also spoke: Messrs. Croom Johnson, H. M. Myers, Blackwell, Krauss, Harston, Hargreaves. The motion was lost by three votes.

Legal News.

Appointments.

MR. WILLIAM PATRICK BYRNE, C.B., Assistant Under-Secretary of State for the Home Department, and MR. FREDERICK EDWIN SMITH, K.C., M.P., have been elected Benches of the Honourable Society of Gray's-inn.

Changes in Partnerships.

Dissolutions.

ARTHUR WILLIAM CHATER and WEMYSS HENRY ATKINSON, solicitors (Chater & Atkinson), Newcastle-on-Tyne, and at Alston. March 31.

[*Gazette*, May 1.]

ARTHUR REGINALD MOON and HAROLD CRONSHAW LINGS, solicitors (Moon & Lings), Manchester. April 30.

PATRICK BURKE and WILLIAM EMERY PICKERING, solicitors (Burke & Pickering), Stafford. The said William Emery Pickering will continue the said business in conjunction with Stephen Harold Pickering under the style or firm of Pickering & Pickering.

[*Gazette*, May 5.]

General.

It is announced that A. T. Lawrence, J., has fixed the next sitting of the Railway and Canal Commission Court at the Royal Courts of Justice for Wednesday, the 20th of May.

Judge Longworth, of Cincinnati, was, says the *Central Law Journal*, very fond of talking with the "sons of toil." While driving through Eden Park one day in his dog-cart, Judge Longworth stopped a plodding labourer and asked him if he wanted a lift. The Irishman accepted, and once in the cart, the judge said: "Well, Pat, you'd be a long time in Ireland before you would be driving with a judge." "Yes, sir," replied the judge's guest; "and you'd be manny a day in Ireland before they'd make ye a judge."

In answer to Mr. J. Robertson, in the House of Commons on Monday, Mr. Hobhouse said he saw no sufficient reason for increasing the fees payable for shorthand writing under the Criminal Appeal Act; but in addition to the fees prescribed in the scale, an allowance will be made for travelling and subsistence expenses when a shorthand writer has to be brought from a distance.

A test case of great importance to British companies operating in Egypt was, says the Alexandria correspondent of the *Times*, decided on the 29th of April by the Mixed Court of Appeal, which declared the constitution of a certain company null and void, as far as Egypt is concerned, on the ground that, though the company was formed in London, it was only registered under the British Companies Acts for the purpose of evading the Egyptian law. This judgment will probably affect numerous other Egyptian companies formed under the laws of Great Britain.

On Saturday last, the thirty-third day of the trial, the action by Mr. Isidore Wyler and the Ibo and Nyassa Corporation (Limited) against Messrs. Lewis & Marks and others, came to its end in the High Court. The trial of the action, says the *Observer*, is estimated to have cost upwards of £70,000. Ever since it began, on the 2nd of March, a room at the courts has been set apart for the documents in the case, which weighed several hundredweight and had frequently to be consulted. The special fees for the jury came to £350, while the shorthand writers will present a bill for £1,500. Nearly every one concerned felt the strain of the hearing. On Friday the judge, in adjourning the case, said: "I am sorry, gentlemen, but I am really too tired to go any further to-day." One leading K.C. declared that the case had taken five years off his life. One of the jurors proved unequal to the strain and retired ill at the end of the first fortnight. The opening speeches of counsel took seven days, and contained 285,000 words.

In the House of Commons, on the 29th ult., Sir W. Collins asked the Secretary of State for the Home Department whether, in connection with the proposed reforms in the law relating to coroners, he would have regard to the representations made to the Lord Chancellor on this subject in March, 1907, by the Medico-Legal Society and by the London County Council. Mr. H. Samuel said: The subject of death certification was fully dealt with by a Select Committee of the House of Commons which reported in 1893, and the proposals to which he refers are substantially covered by that Committee's recommendations. The Secretary of State has under consideration, as I announced on the second reading of the Coroners' Inquests Bill, the question of appointing a departmental committee to inquire into certain points relating to coroners' inquests, and so far as the proposed reforms affect coroners they would come within its scope, and form part of its investigation. Sir W. Collins asked: Is it not the case that the report of the committee to which the hon. gentleman alludes has not achieved any legislative result up to the present? Mr. H. Samuel said: I am aware of that. I think it is very desirable that the committee should review the question so far as the reference to it extends.

According to a Blue Book recently published, and quoted by the *Times*, an agreement was signed on the 15th of November, 1907, between the United Kingdom and France respecting death duties [Cd. 3,965]. The object of the two Governments is stated to be to prevent frauds in connection with the succession duties; the two principal articles are as follows: Article 1.—"The Government of his Britannic Majesty undertake, in the case of the decease of all persons domiciled in France, to furnish an extract from the affidavit, containing the full name, domicile, date and place of death of the deceased; all information relating to his successors, and the details respecting that portion of the estate which is moveable. This extract shall be furnished, however, only in cases where the value of the moveable estate shall amount to a sum of not less than £100." Article 2.—"The Government of the French Republic undertake, in the case of the decease of all persons domiciled in the United Kingdom of Great Britain and Ireland, to furnish an extract from the *declaration de mutation* through death, containing the particulars enumerated in Article 1. This extract shall be furnished, however, only in cases where the value of the moveable estate declared shall amount to a sum of not less than 2,520."

In *West Leigh Colliery Co. (Limited) v. Tunnicliffe & Hampson (Limited)* (1908, A. C. 27, 77 L. J. Ch. 102) the House of Lords has, save the *Low Quarterly Review*, reaffirmed the principle established by *Derby Main Colliery Co. v. Mitchell* (1886, 11 App. Cas. 127) and *Backhouse v. Bonomi* (1861, 9 H. L. C. 503), which was in danger of being weakened by the decision of the Court of Appeal (1906, 2 Ch. 22, 75 L. J. Ch. 512). The Court of Appeal there held that the depreciation in the market value of property caused by a subsidence was recoverable as compensation by the owner of the surface, in addition to a sum representing the physical damage actually sustained up to the time of action. The House of Lords has now disallowed the claim for depreciation, leaving the plaintiffs to bring a fresh action should further damage actually occur. The law on this subject may be a little wanting in elasticity, but it is certainly very difficult to allow a claim for a fear of future subsidence, and then, when it does occur, to ascertain what further sum (if any) should be allowed to complete the compensation. The only way out of the difficulty seems to be to allow a claim to be made once for all as in actions for personal injuries. This might answer where the minerals were exhausted and the working had ceased, but it would hardly do when the working was continuous, and the injury to the surface might be aggravated at any moment by careless or negligent mining operations. The Court of Appeal had really given damages for which, if they had stood alone, no action could have been brought; and the House of Lords declined to sanction such an exception to the ordinary rules. Anomalies in the logic of the law should be allowed only for grave cause.

A blunder on the register has, says the *Pall Mall Gazette*, enabled Lois Dawson to vote at the Wolverhampton election. The neighbouring city of Birmingham provides a similar instance, for when Mr. Arthur Chamberlain sought municipal honours, a man and his wife attended together at the polling booth and insisted on recording their votes. As the names of both were on the register their demand was agreed to. A little further away from Wolverhampton—at Worcester, in fact—the name of a mere infant, a girl, was found on the voting list. The revising barrister could find no legal authority to remove the name, and accordingly Ellen Lally remained on the list as a free and independent elector.

In reply to Mr. Bottomley, in the House of Commons on the 29th ult., Mr. Hobhouse said he was informed that £110 has been spent on printing (including paper) in connection with the establishment of the Department of the Public Trustee. No expenditure on account of advertising has been incurred. The total annual estimated expenditure as shown in the published estimates, Class III., Vote 5, for salary, wages, and incidental expenses, is £6,500, and in addition sums of £810, and £500 respectively are estimated to fall on other votes in respect of office accommodation and stationery. The estimated receipts in respect of fees are for the first year to March 31, 1909, £4,000. The fees estimated to be received up to March 30, 1908, were £400; the fees actually received amounted to £532.

Notice is given that the annual election of members to fill the vacancies upon the Council will be held in the week ending the 30th of May, 1908. Twenty-four candidates must be elected, of whom, in accordance with the regulations, twelve must be of the outer bar, and three must be of less than ten years' standing at the bar. Candidates for election must be proposed in writing, and the proposal form, signed by at least ten barristers, must be sent to the secretary, at the offices of the Council, at 2, Hare-court, Temple, on or before Tuesday, the 12th of May, 1908. Proposal forms may be obtained from the secretary. Every barrister is entitled to vote at the election, and voting papers, with instructions to voters, will be sent to every barrister whose professional address within the United Kingdom is given in the *Law List*.

The Cardiff and District Incorporated Law Society gave a complimentary banquet to the Solicitor-General on Saturday evening. Mr. T. Rodway Hunt (president of the society) occupied the chair, and a large number of members were present. The toast of "The King" having been proposed and drunk, the president gave the health of "Our Guest." Sir Samuel Evans on rising to respond met with very hearty reception. He thanked the society for the compliment they had paid him, and said that he had found that his training as a solicitor had been of great advantage to him when he afterwards went to the bar and in his political career. It was a curious coincidence that both the present law officers of the Crown had commenced as solicitors. The Attorney-General had been articled in Newcastle-on-Tyne to a gentleman bearing the name, well known and highly honoured both there and in Cardiff, of Ingledew. The present Government were strong in lawyers, the Prime Minister, the Chancellor of the Exchequer, the Chief Secretary for Ireland, the Secretary of State for War, and others, besides the Law Officers, all being members of one or other of the branches of the legal profession. The office of Solicitor-General had twice before been filled by a Welshman. In 1687 it was held by William Williams, who from his name could be no other than Welsh, and earlier still, in the reigns of Edward V., Richard III., and Henry VII., one Morgan, of Kidwelly occupied the position. The salary attached to the office had somewhat improved since those early days. Originally it was the magnificent sum of £10 per annum, but Lord Bacon in his day received £60 a year. Now it was a little more, but there was one disadvantage attaching to the office, and that was that a rule of the bar—and the bar was a most strict Trades Union—prevented an ex-Solicitor-General from returning to his circuit except when a special fee of almost prohibitive amount was given. The profession of the law was one to which all members should be proud to belong. The judges, the bar, and solicitors were all men of whom the country could be proud. There was, of course, an occasional black sheep in every flock, but, generally speaking, there was no profession in the world better served than the law, whether by solicitors, bar or bench. He did not think an amalgamation of the two branches was likely or desirable. Their duties were distinct and separate, and the one helped and completed the work of the other.

THE LEGAL INSURANCE COMPANY.—Capital £1,000,000; Shares £5 each. Applications are invited for 100,000 shares of £5; payable, 5s. on application, 5s. on allotment, and 10s. per share on July 1st, 1908. It is not anticipated that any further calls will be made. The list will be closed on or before May 16th.

Court Papers. Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			Mr. Justice WORRALL	Mr. Justice WADDELL	Mr. Justice WADDELL
	REGISTRAR	APPENDANT	MR. JUSTICE			
Monday	May 11	Mr. Tindal King	Mr. Leach	Mr. Thed	Mr. Goldsmith	Mr. Goldsmith
Tuesday	12	Bloxam	Farmer	Tindal King	Church	Church
Wednesday	13	Leach	Borrer	Bloxam	Syngle	Syngle
Thursday	14	Farmer	Groswell	Leach	Theod	Theod
Friday	15	Goldschmidt	Beal	Farmer	Tindal King	Bloxam
Saturday	16	Church	Goldschmidt	Borrer	Bloxam	
				Mr. Justice PARKER	Mr. Justice PARKER	Mr. Justice PARKER
Date.	SWINNEY, BART.	NIVILLE.	Mr. Justice PARKER	Mr. Justice PARKER	Mr. Justice PARKER	Mr. Justice PARKER
Monday	May 11	Mr. Borrer	Mr. Bloxam	Mr. Syngle	Mr. Real	Mr. Goldsmith
Tuesday	12	Groswell	Leach	Thed	Church	Church
Wednesday	13	Beal	Farmer	Tindal King	Syngle	Syngle
Thursday	14	Goldschmidt	Borrer	Bloxam	Theod	Theod
Friday	15	Church	Groswell	Leach	Tindal King	Tindal King
Saturday	16	Syngle	Beal	Farmer		

Winding-up Notices.

London Gazette.—FRIDAY, May 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMALGAMATED MINING AND EXPLORATION CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert Lea, 62, London Wall, liquidator.

CANTER & CO. (LEICESTER), LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to A. H. Hampson, of Messrs. Wykes & Co, 24 and 25, Friar Lane, Leicester, liquidator.

DHANWAR REPS CO., LIMITED—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to John Ponsonford, 6, Queen Street, Francis & Johnson, Gt Winchester st, solars for liquidator.

EASTERN RAILWAY CONSTRUCTION SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to Baron George de Reuter and Mr. John Thomas, 80, Lombard st.

EDWARDS PATENT SICLOM SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 64, Gresham st, Barlton, Old Jewry Chambers, solars to liquidator.

GENERAL PETROLEUM CO., LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to H. N. Moshidchian, 70, Cornhill, liquidator.

MARTINI AUTOMOBILE CO., LIMITED—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Owen Wyatt Williams, 14, Ironmonger Lane, Yeo, Budget Row, Cannon st, solars to liquidator.

UNITED GOLD MINES OF WEST AFRICA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert Lea, 62, London Wall, liquidator.

VERNEUR EXPLORATION CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert Lea, 62, London Wall, liquidator.

London Gazette.—TUESDAY, May 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Castle Donington Creamery Co., Limited—Creditors are forthwith required to send their names and addresses, with particulars of their debts or claims, to David Sibbald, Smith's Bank Chambers, Market pl, Derby. Wykes & Francis, Derby, solars for liquidator.

D. Davies, Limited—Petn for winding up, presented April 28, directed to be heard at the Court House, Government Bridge, Victoria st, Liverpool, May 15, at 10. Moore & Son, Birkenhead, solars for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 14.

Lancashire Waggon Co., Limited—Petn for winding up, presented May 1, directed to be heard at St. George's Hall, Liverpool, May 18, at 10.30. Crompton, Bury, solars for petn. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of May 16.

Lambeth Baths and Wash-Houses Co., Limited—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mitchell, 156, Westminster Bridge rd, Maddison & Co, Old Jewry, solars f.r. liquidator.

Mahogany Finance Syndicate, Limited (In Liquidation)—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to T. Herbert Hughes, 181, Queen Victoria st, liquidator.

Singapore Tramways, Limited—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St. Swithin's-in-lane, liquidator.

Sculpture and Carving Syndicate, Limited (In Liquidation)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Francis Ryland, 62, Summer st, Southwark, liquidator.

The New Spreadwell Motor Co., Limited—Petn for winding up, presented April 29, directed to be heard May 19. Engall & Crane, Bedford Row, solars for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 18.

The Property Mart.

Sales of the Ensuing Week.

May 12.—Mr. P. WONTNER SMITH, at the Mart, at 2: Business Premises (see advertisement, p. v., May 2).

May 12.—Messrs. BRADLEY, WOOD, & CO., at the Mart, at 2: Freehold Estates (see advertisement, page iii., April 25).

May 13.—Messrs. FOX & BOUSFIELD, at the Mart, at 2: Freehold (see advertisement, p. v., May 2).

May 13.—Messrs. HAMPTON & SONS, at the Mart: Family Residence (see advertisement, p. v., May 2).

May 13.—Mr. GEO. FUTTOYE FRANCIS, at the Mart, at 2: Freeholds (see advertisement, p. 474, May 2).

May 14.—Messrs. FARREBROTHER & CO., at the Mart, at 2: Freehold Ground-rents, &c. (see advertisement, back page, April 25).

May 14.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Estate (see advertisement, p. iii., this week).

May 14.—Messrs. MARLER & MARLER, at the Mart: Residence (see advertisement, p. v., May 2).

May 14.—Messrs. LESSIE, MARSH, & CO., at the Mart, at 2: Long Leasehold Estate (see advertisement, p. iii., this week).

May 15.—Messrs. ELLIS & SON, at the Mart, at 2: Freehold Investment (see advertisement, p. iv., this week).

May 15.—Messrs. J. & R. KEMP, at the Mart, at 2: Reversion (see advertisement, p. iii., this week).

Result of Sale.

REVERSIONS AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 358) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were Sold at the prices named, the total amount realised being £6,915 :-

ABSOLUTE REVERSIONS:

To £2,449 10s. 10s. Sold	£1,310
To £5,108	2,480

To £3,304 10s. "Consets"	1,730
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REVERSION TO Cottingay at Dartford:

...	200
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PEARL LIFE ASSURANCE CO. (LIMITED): 2 Shares of £5 each, fully paid

195

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 28.

ASTBURY, PHEBE EMMA, Barnt Green, Worcester June 10 Pinsent & Co, Birmingham Baldwin, ALFRED, Stourport, Worcester, Ironmaster June 10 Pinsent & Co, Birmingham Barlow, CHARLOTTE, Goldthorpe Hill, Wolverhampton June 10 Pinsent & Co, Birmingham BERE, HENRY THOMAS DELA, Parkstone, nr Poole June 30 Fowkes & Son, Coleman st BUCKLIN, HENRY WALTER, Rugby, Surgeon June 30 Hewlett & Co, Raymond Bridge, Gray's Inn

CHADWICK, JOHN, Bury, Lancs June 3 Howarth & Son, Bury CLEGG, MARY, Shaw, Lancs May 23 Clegg & Co, Oldham COLEMAN, CHARLES JAMES, Grove Hill, Middlesbrough, Stipendiary Magistrate June 1 Birkbeck, Middlebrough

COOKSON, JOHN FOWLER, Preston, Lancs, Doctor June 1 W R & W Ascroft, Preston CUTTERELL, WILLIAM, Bolsover, Derby, Builder June 24 Edwin Cousins, Steel in, Bolsover DAVIES, JANE, Conway May 23 Hughes, Conway DICKINSON, HUGH, Woodplumpton, nr Preston, Yeoman June 1 W R & W Ascroft Preston

ELLES, EMILY JANE, Shakespeare rd, Acton June 15 Oliver, Laurence Pountney Hill ELLES, PLUMMER, Shakespeare rd, Acton June 15 Oliver, Laurence Pountney Hill FULLWOOD, WILLIAM, Crooke Shewington, Lancs May 23 Wall, Walgate, Wigan HAGH, ALLAN, Halifax, Brass Founder June 1 Godfrey & Co, Halifax HANLAWTON, DICKENS, Kettswell, Yorks June 2 Eden & Co, Cambridge HIGGINS, SARAH, Crumpsall, Manchester May 29 Hankinson & Son, Manchester HOOPER, AMBROSE, Millers, Northwood June 5 Stubbs & Co, Leadenhall st HYSTOL, DAVID, Church Street, Salop May 14 Barton & Hickman, Shrewsbury HYSTOL, MARY, Church Street, Salop May 14 Barton & Hickman, Shrewsbury KEARN, SUSAN MARY, Knapp Hill, Surrey May 19 Weiman & Sons, Southampton st, Bloomsbury sq

LAKIN, GEORGE, Sutton Coldfield, Warwick May 16 Shelton & Co, Wolverhampton LUXTON, HENRY, Turnham Green, Butcher June 2 Yard & Co, Raymond Bridge, Gray's Inn McDougall, WILLIAM, East Ham May 31 Saw & Sons, Queen Victoria st MANNING, SOPHIA LANE, Central Hill, Upper Norwood May 29 Harston & Bennett, Bishopsgate, Within MARLOW, ARTHUR WILLIAM, Handsworth, Wine Merchant June 6 Reynold & James, Birmingham MOORE, JAMES WHITES, Marshwood, Dorset May 13 Whetham, Bridport MORRISON, COL REGINALD JAMES, Teignmouth, Devon May 23 Full, Teignmouth MORTON, HANNAH, Stoney Middleton, Eyam, Derby May 23 Davies & Co, Chesterfield NEWTON, JAMES, Mutley, Plymouth June 6 Dobell, Plymouth OGDEN, WILLIAM, Eccles, Lancs June 22 Ogdens & Co, Manchester ORANGE, OLIVIA, Leeds May 16 Tempest, Leeds PARKES, ELIZA, Wolverhampton May 16 Shelton & Co, Wolverhampton PEACE, JAMES FORSHAW, Chester June 1 W R & W Ascroft, Preston PEACE, SARAH TOKE, Chester June 1 W R & W Ascroft, Preston PENSON, EMMA MARY, Connaught pl, Hyde Park May 20 Tatham & Lounada, Old Broad st POPE, JAMES, Burnham, Somerset May 26 Barham & Watson, Burnham, Somerset RICHARDS, SARAH ANN, Birmingham May 30 Williams, Birmingham ROBINSON, ROBERT, Castle Eden, Durham June 1 Harrison & Son, West Hartlepool RULE, RICHARD, Saltash, Cornwall May 27 Daniell & Thomas, Camborne SANDERS, ELLEN, Tiverton, Devon June 1 Carpenter, Tiverton, Devon SCHOFIELD, JOHN WILLIAM, Liverpool, Mineral Water Manufacturer June 15 Labron & Co, Liverpool SIMONS, JOHN, Sedgemoor, Lincs, Agricultural Labourer May 25 Thompson & Sons, Grantham WHITEHOUSE, HARRIET, Walbrook, Coseley, Bilston May 14 Stratton & Son, Wolverhampton

London Gazette.—FRIDAY, May 1.

ARCOLINE, PHOEBE HARBIDGE, Birmingham May 30 Tyndall & Co, Birmingham BAILEY, ALFRED, Exeter, Wine Merchant May 30 James & Snow, Exeter BENNETT, CHARLES, Hoddesdon, Herts, Farm Bailiff June 18 Sworder & Longmore, Hertford BOTTOMLEY, WILLIAM, Ashton under Lyne, Solicitor June 6 Bottomley & Son Ashton under Lyne BRACKER, REV HENRY, Wimbledon June 1 Bridgeman & Co, College Hill, Cannon st COCHRANE, SAMUEL, Streatham High rd, Streatham, Wharfinger June 14 Burton & Son, Streatham High rd COOK, JAMES, Peckham rd, Camberwell June 1 Kerly & Sons, Gt Winchester st COOPER, ROBERT, Lastingham, Yorks, Farmer May 30 Pearson & Russell, Helmsley DAVIES, THOMAS HENRY, Weston super Mare May 15 Buck & Dicksons, P. ston GARNER, WILLIAM WILSON, Pontefract, Yorks, Butcher May 30 Leatham & Co, Pontefract COOKE, ELIZABETH, Balsall Heath, Birmingham May 30 Gateley & Son, Birmingham HATELEY, HENRY, Somersfield rd, Finsbury Park May 31 Mote & Son, Gray's Inn sq HUNT, MARY ANNE, Manchester June 9 Aston & Co, Manchester EVERETT, WALTER JOHN, Ipswich June 1 Goodchild, Norwich FOOTITT, ANNIE ELIZABETH, Waterside North, Lincoln June 1 Nelson, Lincoln GALT, JAMES, Oxford, Clothier June 10 Hatt, Oxford GARE, ANN, Byfield, Northants May 25 Fellatt & Fellatt, Banbury, Oxon GROVE, ELIZABETH, Balsall Heath, Birmingham May 30 Gateley & Son, Birmingham HATELEY, HENRY, Somersfield rd, Finsbury Park May 31 Mote & Son, Gray's Inn sq HUNTER, MARY ANNE, Manchester June 9 Aston & Co, Manchester IRVING, WILLIAM, Burton, Westmorland, Farmer May 25 Saul, Lancaster JENKINS, ELIZA FRANCES MARIE EMMA, Publier Haute Savoie, France May 18 Blount & Co, Albermarle st KELHORN, GEORGE, Plumstead June 30 Rodgers, King st, Cheapside LAMBTON, ARTHUR, Hotham, Kent June 1 Parker & Co, St Michael's Rectory, Cernhill LEWIS, LEWIS, Brighton, Jeweller May 27 Howlett & Clarke, Brighton LINGWOOD, JANE, Gt Yarmouth, Norfolk June 6 Diver & Preston, Gt Yarmouth LONGROTTON, ELEANOR, Scarborough June 10 Birdsall & Cross, Scarborough MERRYWEATHER, ELIZABETH, Palace rd, Tulse Hill May 30 Hopgood & Dawson, Spring JDS MILLS, ERINA, Gibson sq, Illington May 30 S H W & S Patesy, Finsbury sq MOORE, CHARLES WILLIAM EDWARD THEODORE, Sutton st, Chiswick, Clerk June 6 Alexander, Essex st, Strand MURRAY, WILLIAM, Staple Hill, Glos May 28 Lawrence & Co, Bristol NEWNHAM, EDWARD GEORGE, Gravesend May 30 Chapman, Gray's Inn sq NICHOLLS, ANNE, Linden Wood House, nr Wrotham, Kent June 10 Herman, Verulam Bridge, Gray's Inn O'NEILL, EMMA FANNY, Weymouth June 2 Letts Bros, Bartlett's Bridge PAUL, ANNIE, Brentford May 30 Ruston & Co, Brentford PRAGET, THOMAS DAVIES, Croftdown rd, Highgate rd, St Pancras, Auctioneer June 1 Braby & Macdonald, Arundel st, Strand

PEEL, HENRY WILLIAMS, Sheffield, Confectioner June 15 Bennett, Sheffield
 PYRAH, ASA HARDCASTLE, Dewsbury May 31 Hirst, Dewsbury
 RHODES, SOPHIA, Brighton May 30 Cockram, Bloomsbury sq
 ROSE, EDWARD WILLIAM, St Ives, Hunts, Land Agent June 8 Rye & Eye, Golden sq
 SCAIFE, JAMES, Gainsborough, Lincs May 22 Gamble, Gainsborough
 SCOTT, CHARLES HENDERSON, Blenkarno rd, Wandsworth Common, Barrister at Law June 1 Dear, Clement's Inn, Strand
 SCOTT, SARAH, Melville pl, North st, Caledonian rd, Islington June 5 Howe & Rake, Chancery In
 SINGLETON, MARY, Fulwood, Lancs May 31 Willan, Preston
 SLATER, LAURA, Swadlincote June 7 Lisick Col H.M. Slater, Swanage
 STUPART, AGNES HAMILTON, Heavitree, Exeter June 1 Dunning & Co, Honiton

SWINBURNE, MATILDA, Winchcombe, Glos May 15 Winterbotham & Co, Cheltenham
 TAFFE, CHARLES CHALONE, Hastings June 24 Merrimans & Thirby, Mitre et Temple
 TAYLOR, CHARLES SMITH, Itchingfield, Horsham June 1 Bridgeman & Co, College Hill, Cannon st
 VULLIAMY, ELIZABETH, Torquay May 31 Howe & Eve, Salter's Hall et, Cannon st
 WALKER, JOHN, Norley, Chester May 24 Brassey, Chester
 WALKER, WILLIAM, Granville rd, North Finchley May 30 Sherrard & Sons, Gresham st
 WHITESHEAD, GEORGE, Rhodes Minnis, Lyninge, Kent, Labourer May 30 Jemima Elizabeth Toole, 175, Upper Kennington In
 WYNNE, WALTER, Abergele, Denbigh June 9 Arrowsmith, Abergele
 YORKE, JOHN SOUTHWELL, Ravensthorpe, Yorks, Grocer June 4 Blakely, Dewsbury
 ZACHARIAH, HARRIS LOUIS, Pembury rd, Clapton June 1 Samuel & Co, Gt Winchester st

Bankruptcy Notices.

London Gazette.—FRIDAY, May 1.

RECEIVING ORDERS.

BAKER, ELIZA, Derby Derby Pet April 13 Ord April 24
 BLASDALE, JOHN, Gorton, Manchester, Assistant Schoolmaster Ashton under Lyne Pet April 26 Ord April 23
 BOSCAVEN, HUGH LE DESPRES, South st, Park in High Court Pet March 16 Ord April 28
 BROOKHALL, ALFRED EDWARD, Lloyd's av, Ship Manager High Court Pet April 28 Ord April 28
 BROWN, ARCHIBALD EVELYN, Norwich, Stockbroker Norwich Pet April 6 Ord April 29
 BROWNHILL, FRED, Penistone, Yorks, Butcher Barnsley Pet April 22 Ord April 25
 BUCHOLTE, WILLIAM, St Paul's churchyard High Court Pet Feb 13 Ord April 28
 BUTLER, THOMAS HENRY, Watton, Norfolk, Coal Merchant Norwich Pet April 28 Ord April 28
 COBBEN, GEORGE, West Bromwich, Professional Golfer West Bromwich Pet April 27 Ord April 27
 COLLE, GEORGE JAMES, King's Lynn, Norfolk, Provision Merchant's Assistant King's Lynn Pet April 23 Ord April 28
 DANES, JOHN, Hunton, Kent, Wheelwright Maidstone Pet April 29 Ord April 28
 FINCHEN, GEORGE, Hanham, Glos, Engineer Bristol Pet April 26 Ord April 28
 HOWELL, JAMES, Penselwood, Somerset, Road Contractor Yeovil Pet April 26 Ord April 28
 JENSEN, CARL CHRISTIAN, Doncaster, Grocer Sheffield Pet April 29 Ord April 29
 JONES, EVAN PETERS, Carlton, Yorks, Caretaker Leeds Pet April 25 Ord April 25
 KAMPERS, NICOLAAS JAN, Slough Windsor Pet March 31 Ord April 25
 LAWRENCE, JOSEPH ALBERT, Wibbott, Warwick, Farmer Coventry Pet April 28 Ord April 29
 LEWIS, JOHN GOADON, Swithland 6dms, East Ham, Surrey High Court Pet April 28 Ord April 28
 MAGGS, FRANK, Bristol, Chemist Export Packer Bristol Pet April 26 Ord April 28
 MARLOW, ALFRED, Joseph, Handsworth, Staffs, Coal Merchant Birmingham Pet Feb 27 Ord April 27
 MARSHALL, CHARLES FREDERICK, Teddington, Motor Engineer Kingston, Surrey Pet April 29 Ord April 29
 MIDDLETON, MORIS, Mansfield, Notts, Jeweller Sheffield Pet April 27 Ord April 27
 OWENS, ERNEST NOEL, Grove cottage, Hampstead, Electrical Engineer Pet April 26 Ord April 28
 OWENS, ERNEST NOEL, Grove cottage, Hampstead, Electrical Engineer High Court Pet April 26 Ord April 28
 PEPPER, FREDERICK, Shirebrook, Derby, Baker Nottingham Pet April 6 Ord April 27
 PICKARD, HARRY SIDNEY, Torquay, Commission Agent Exeter Pet April 27 Ord April 27
 REYNOLDS, TOM, Rugby, Builder Coventry Pet April 29 Ord April 29
 SEATON, LEVI, Gedney Hill, Lincs, Cattle Dealer King's Lynn Pet April 27 Ord April 27
 SHERWIN, LOUISA, Macmillan, General Carrier Macmillan Pet April 27 Ord April 27
 SHONE, HEDLEY, Sutton in Ashfield, Notts, Furniture Dealer Nottingham Pet April 27 Ord April 27
 SICKLEMORE, GEORGE, Brighton, Manufacturing Upholsterer Brighton Pet April 10 Ord April 27
 SOFER, SAMUEL HENRY, Brighton, Draper May 12 at 12 Off Rec, Bankruptcy bldgs (Room 53), Carey st
 STANLEY, JOHN, Marple, Cheshire, Pawnbroker May 12 at 11 Off Rec, Castle shambles, 6, Vernon st, Stockport
 STANLEY, JOHN, EDWARD, Chapel st, Islington, Butcher May 11 at 12 Bankruptcy bldgs, Carey st
 STANLEY, THOMAS, Sythe with Host, Lance, Book Keeper May 9 at 11.15 Off Rec, 13, Winckley st, Preston
 STEPHEN, SAMUEL, Blackpool, Coal Merchant May 9 at 11 Off Rec, 13, Winckley st, Preston
 STERN, ERNEST VICTOR, Lowestoft, Coal Merchant May 9 at 8 Off Rec, 8, King st, Norwich
 TALER, CHARLES BARTON, Hove, Sussex, Upholsterer May 14 at 30 Off Rec, 4, Pavilion bldgs, Brighton
 TRAVIS, STANLEY, Oldham, Fitter May 15 at 11 Off Rec, 4, Oldham
 VOWSEY, EDGAR LENNOX, Hove, Sussex, Corn Factor May 14 at 3.30 Off Rec, 4, Pavilion bldgs, Brighton
 WALTER, THOMAS, Coventry, Licensed Victualler May 11 at 3 Off Rec, 8, High st, Coventry
 WHITTAKER, FREDERICK, Warrington, Game Dealer May 9 at 11.30 Off Rec, Byrom st, Manchester
 WHITLEY, WALTER, and EMMA WHITLEY, Bingley, Yorks, Prepared Joinery Manufacturers May 11 at 11 Off Rec, 12, Duke st, Bradford
 WISE, LILY, Westward Ho, Northam, Devon, Lodging House Keeper May 11 at 3.15, 94, High st, Barnstaple

FIRST MEETINGS.

BARKER, JOHN, Hough Hill, Dukinfield, Cheshire, Farmer May 9 at 11 Off Rec, Byrom st, Manchester
 BOSCAVEN, HUGH LE DESPRES, South st, Park in High Court May 11 at 12 Bankruptcy bldgs, Carey st
 BROMHALL, ALFRED EDWARD, Lloyd's av, Ship Manager May 11 at 11 Bankruptcy bldgs, Carey st
 BROWNHILL, FRED, Penistone, Yorks, Butcher May 11 at 10.30 Off Rec, 7, Regent st, Barnsley
 BUCHOLTE, WILLIAM, St Paul's churchyard May 12 at 11 Bankruptcy bldgs, Carey st
 FAULKNER, ARTHUR, Oldham, Grocer May 15 at 12 Off Rec, Greaves st, Oldham
 FRANCIS, STEPHEN, Broad Green, nr Liverpool May 11 at 2.30 Off Rec, 35, Victoria st, Liverpool
 GOODWIN, WALTER, Cardiff, Blacksmith May 9 at 12 Off Rec, 11, St Mary st, Cardiff
 GREEN, BENJAMIN JONES, Port Talbot, Baker May 9 at 11 Off Rec, 31, Alexandra rd, Swansea
 GRIFFITH, GRIFFITH RICHARD, Carnarvon, Surgeon May 11 at 2.15 Spekefield Hotel, Carnarvon
 HADDOCK, TOM, Stockingford, Warwick, Coal Miner May 12 at 11 Off Rec, 8, High st, Coventry
 HARRIS, ANTHONY, WILLIAM, Worcester, Master Tailor May 11 at 11.30 Off Rec, 11, Cop香en st, Worcester
 HOWELL, JAMES, Penselwood, Somerset, Road Contractor Yeovil Pet April 28 Ord April 28
 JONES, DAVID, Blaenau Festiniog, Merioneth, Quarryman May 11 at 11.30 Crypt chambers, Eastgate row, Chester
 JACKSON, FRED, Liverpool, Mathematical Instrument Maker May 12 at 3.30 Off Rec, 35, Victoria st, Liverpool
 JOHNSON, JULIA, Bromsgrove, Worcester, Hardware Dealer May 11 at 12 Off Rec, 11, Copenhagen st, Worcester
 JONES, ERIC, Blaenau Festiniog, Merioneth, Quarryman May 11 at 11.30 Crypt chambers, Eastgate row, Chester
 JONES, EVAN PETERS, Carlton, nr Yeovil, Yorks, Caretaker May 11 at 11 Off Rec, 34, Bond st, Leeds
 LESLIE, JOHN GOMON, Southwark grdn, East Ham, Surgeon May 12 at 2.30 Bankruptcy bldgs, Carey st
 LOWTHORN, MATTHEW, Worthing, Cos, Merchant May 14 at 4 Off Rec, 4, Pavilion bldgs, Brighton
 OWEN, ERNEST NOEL, Grove cottage, Hampstead, Electrical Engineer May 11 at 2.30 Bankruptcy bldgs, Carey st
 PARFEE, ERNEST VERNON GERALD, The Avenue, Bedford Park May 9 at 12.30 No 1, St Aldates, Oxford
 PICKARD, HARRY SIDNEY, Torquay, Commission Agent May 14 at 10.30 Off Rec, 9, Bedford circus, Exeter
 REHFELD, EDWARD, Pwllheli, Cardigan, Cattle Dealer May 12 at 10.45 Townhall, Aberystwyth
 SICKLEMORE, GEORGE, Brighton, Manufacturing Upholsterer May 14 at 8 Off Rec, 4, Pavilion bldgs, Brighton
 SOFER, SAMUEL HENRY, Brighton, Draper May 12 at 12 Off Rec, Bankruptcy bldgs (Room 53), Carey st
 STANLEY, JOHN, Marple, Cheshire, Pawnbroker May 12 at 11 Off Rec, Castle shambles, 6, Vernon st, Stockport
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 STANLEY, THOMAS, Sythe with Host, Lance, Book Keeper May 9 at 11.15 Off Rec, 13, Winckley st, Preston
 STEPHEN, SAMUEL, Blackpool, Coal Merchant May 9 at 11 Off Rec, 13, Winckley st, Preston
 STERN, ERNEST VICTOR, Lowestoft, Coal Merchant May 9 at 8 Off Rec, 8, King st, Norwich

TALES, CHARLES BARTON, Hove, Sussex, Upholsterer May 14 at 30 Off Rec, 4, Pavilion bldgs, Brighton
 TRAVIS, STANLEY, Oldham, Fitter May 15 at 11 Off Rec, 4, Oldham
 VOWSEY, EDGAR LENNOX, Hove, Sussex, Corn Factor May 14 at 3.30 Off Rec, 4, Pavilion bldgs, Brighton
 WALTER, THOMAS, Coventry, Licensed Victualler May 11 at 3 Off Rec, 8, High st, Coventry
 WHITTAKER, FREDERICK, Warrington, Game Dealer May 9 at 11.30 Off Rec, Byrom st, Manchester
 WHITLEY, WALTER, and EMMA WHITLEY, Bingley, Yorks, Prepared Joinery Manufacturers May 11 at 11 Off Rec, 12, Duke st, Bradford
 WISE, LILY, Westward Ho, Northam, Devon, Lodging House Keeper May 11 at 3.15, 94, High st, Barnstaple

ADJUDICATIONS.

ALEXANDER, JOSEPH, Haxham, Northumberland, Tanner Newcastle on Tyne Pet March 27 Ord April 24
 BAKER, ELIZA, Derby Derby Pet April 13 Ord April 29
 BLASDALE, JOHN, Abbey Hey, Gorton, Manchester, Assistant Schoolmaster Ashton under Lyne Pet April 26 Ord April 28
 BOULTON, EDWARD, Crewe, Plumber Crewe Pet March 31 Ord April 29
 BROWNHILL, FRED, Penistone, Yorks, Butcher Barnsley Pet April 25 Ord April 25
 BUTLER, THOMAS HENRY, Watton, Norfolk, Coal Merchant Norwich Pet April 26 Ord April 28
 COBBEN, GEORGE, West Bromwich, Staffs, Professional Golfer West Bromwich Pet April 27 Ord April 27
 COLLE, GEORGE JAMES, King's Lynn, Norfolk, Provision Merchant's Assistant King's Lynn Pet April 28 Ord April 28
 DANE, JOHN, Hunton Hill, Hunton, Kent, Wheelwright Maidstone Pet April 29 Ord April 29

An amended notice substituted for that published in the *London Gazette* of April 14:

PEARCE, ERNEST VERNON GERALD, The Avenue, Bedford Park Aylesbury Pet March 25 Ord April 10

DARLASTON, ARTHUR JOSEPH, and WILLIAM EDWARDS Birmingham, Designers Birmingham Pet March 14 Ord April 25
 HADDOCK, TOM, Stockingford, Warwick, Coal Miner Coventry Pet April 26 Ord April 26
 HANCOX, EMILY, Wolverhampton, Fancy Draper Wolverhampton Pet April 26 Ord April 26
 HAZELL, GEORGE WILLIAM, Yatton, Somerset, Farmer Bristol Pet April 14 Ord April 27
 HEATON, WILLIAM, Leicester, Engineer Leicester Pet April 6 Ord April 27
 HINGSTON, JOHN ALONZO, Stebbing st, Notting Hill, Builder High Court Pet April 13 Ord April 27
 HOLMES, FARNBROOK, and ARTHUR HOLMES, Leeds, Builders Leeds Pet April 29 Ord April 29
 HOWELL, JAMES, Penselwood, Somerset, Road Contractor Yeovil Pet April 28 Ord April 28
 INGH, JAMES, Leytonstone, Essex, Builder High Court Pet March 11 Ord April 25
 JACKSON, SYDNEY JOSEPH, Woolwards, Mountnessing, Essex, Farmer Chelmsford Pet March 19 Ord April 26
 JENSEN, CARL CHRISTIAN, Doncaster, Grocer Sheffield Pet April 29 Ord April 29
 JONES, EVAN PETERS, Carlton, nr Yeovil, Yorks, Caretaker Leeds Pet April 25 Ord April 25
 KAMPERS, NICOLAAS JAN, Slough Windsor Pet March 31 Ord April 26
 LAWRENCE, JOSEPH ALBERT, Wibbott, nr Rugby, Farmer Coventry Pet April 28 Ord April 28
 MARLOW, ALFRED JOSEPH, Headsworth, Coal Merchant Birmingham Pet Feb 27 Ord April 29
 MARSHALL, CHARLES FREDERICK, Bridge Parade, Teddington, Motor Engineers Kingston, Surrey Pet April 29 Ord April 29
 MIDDLEKICK, MILES, Mansfield, Notts, Jeweller Sheffield Pet April 27 Ord April 27
 NUTT, HENRY RICHARD, and CLAUDE EDMUND JONES, Wood st, Cheshire, Warehousemen High Court Pet April 14 Ord April 25
 OLDHAM, JAMES SYDNEY MONTAGUE OLDHAM, Lichfield, Staffs, Brower Walsall Pet Feb 11 Ord April 28
 OSBORN, JOHN, Bow st, High Court Pet March 29 Ord April 27
 OWEN, ERNEST NOEL, Grove Cottage, Hampstead, Electrical Engineer High Court Pet April 29 Ord April 29
 PRANCE, ERNEST VERNON GERALD, The Avenue, Bedford Park May 9 at 12.30 No 1, St Aldates, Oxford
 PRANCE, ERNEST VERNON GERALD, Bedford pk, Middlesex Aylesbury Pet March 26 Ord April 27
 PAPERS, FREDERICK, Shirebrook, Derby, Baker Nottingham Pet April 9 Ord April 29
 PERKINS, HENRY JAMES, Reddish, Worsستر, Painter Birmingham Pet April 25 Ord April 26
 PICKARD, HARRY SIDNEY, Torquay, Commission Agent Exeter Pet April 27 Ord April 27
 REYNOLDS, TOM, Rugby, Builder Coventry Pet April 29 Ord April 29
 SEATON, LEVI, Gedney Hill, Lincs, Farmer King's Lynn Pet April 27 Ord April 27
 SHAW, JOHN, Stanhope, Portsmouth, Grocer Portsmouth Pet April 8 Ord April 28
 SHREWISHER, LOUISA, Macmillan, General Carrier Macmillan Pet April 27 Ord April 27
 SHROPSHIRE, HEDDIE, Sutton in Ashfield, Notts, Furniture Dealer Nottingham Pet April 27 Ord April 27
 STAMPER, GEORGE, Hunsdale, Lincs, Higgleston Boston Pet April 29 Ord April 29
 STANLEY, JOHN, EDWARD, Chapel st, Islington, Butcher High Court Pet April 28 Ord April 28

TAPERELL, JOHN, Milk st, Lace Manufacturer's Manager High Court Pet March 30 Ord April 27

WARLEY, MARY ELIZABETH, and JAMES WILLIAM WARLEY, Middlesbrough, Milliners Middlesbrough Pet April 22 Ord April 22

WHITLEY, WALTER, and EMMA WHITLEY, Bingley, Yorks, Prepared Joinery Manufacturers Bradford Pet April 27 Ord April 27

WOOLLEY, GEORGE ARTHUR, Hornbeam, Lincs, Painter Winchester Pet April 28 Ord April 28

WRIGHT, RADFORD GACHELISH ELLIS, Airesford, Southampton Winchester Pet March 28 Ord April 27

London Gazette.—TUESDAY, May 5.

RECEIVING ORDERS.

ALLIN, ANTSUB HENRY, Northampton, Travelling Draper Northampton Pet April 15 Ord May 3
 ARNOLD, ELIZA JANE, Milborne St Andrew, Dorset, Coal Merchant Dorchester Pet May 1 Ord May 1
 BAIRD, W. NIGHTINGALE, in Clapham, Tailor Wandsworth Pet April 6 Ord April 30
 BRANLANDS, JOHN, Ilkley, Yorks, Provision Merchant Leeds Pet April 16 Ord May 1
 BRANLANDS, JOHN, Ben Rhudding, Yorks, Provision Merchant Leeds Pet April 16 Ord May 1
 BONNER, SAMUEL, North Wingfield, Grocer Chesterfield Pet April 30 Ord April 30
 BOSTOCK, JOHN, High Legh, nr Knutsford, Chester, Farm Labourer Macmillan Pet April 20 Ord April 30
 CATLOW, ARTHUR JAMES, Darwen Blackburn Pet April 8 Ord April 29
 COPPIN, THOMAS LINSBELL, Chadwell Heath, Essex, Farmer Chelmsford Pet April 29 Ord April 29

- DANDO, FRANK, Midsummer Norton, Somerset, Haulier Wells Pet May 1 Ord May 1
 DAY, CHARLES WELTON, Coddenham, Suffolk, Farmer Ipswich Pet May 1 Ord May 1
 ELLINGFORD, WILLIAM ARTHUR, and ARTHUR WALTER ELLINGFORD, Poplar, Masonry Contractors High Court Pet April 30 Ord April 30
 FISCHER, GUSTAV ADOLF, High st, Islington, Licensed Victualler High Court Pet May 1 Ord May 1
 GIMBLETT, WILLIAM HENRY, St Tudy, Cornwall, Farmer Truro Pet May 2 Ord May 2
 GLADSTONE, THOMSON, Skerton, Lancs, Baker Preston Pet May 1 Ord May 1
 GRAHAM, CHRISTOPHER, Kingston upon Hull, Shipowners' Clerk Kingston upon Hull Pet March 16 Ord April 30
 GRIFFITHS, JOHN HENRY, Wolverhampton, Cabman Wolverhampton Pet April 30 Ord April 30
 GROHAN, HARRIS, Mare st, Hackney High Court Pet June 25 Ord May 1
 HALL, SAMUEL, Halifax, York, Insurance Agent Halifax Pet April 30 Ord April 30
 HIBBERD, JOHN SEYMOUR, Frome, Somerset, Builder Frome Pet May 1 Ord May 1
 HILLIER, BERNARD LABOURIE, Barcombe, Sussex Lewes Pet April 8 Ord April 30
 LEWIS, GEORGE, Ashwater, Devon, Farmer Barnstaple Pet April 30 Ord April 30
 LEWIS, MANSEL, Pontycymmer Cardiff Pet April 16 Ord May 1
 MARSH, FREDERICK, Askerswell, nr Dorchester, Baker Dorchester Pet April 30 Ord April 30
 MERRY, THOMAS, Northampton, Auctioneer Northampton Pet April 16 Ord May 2
 MORRIS, WILLIAM, Aston New Town, Birmingham, Metal Manufacturers Birmingham Pet March 14 Ord May 1
 MOY, EDWARD ERNEST, Portsmouth, Fruit Salesman Brighton Pet May 2 Ord May 2
 PEARSON, ERNEST WALTER, Stourbridge, Staffs, Tailor Stourbridge Pet April 30 Ord April 30
 PEARSON, HARRY, Brierley Hill, Staffs, Glass Manufacturer Stourbridge Pet April 30 Ord April 30
 PEILL, JEREMIAH THOM, Leeds, Insurance Inspector Leeds Pet April 4 Ord April 30
 PEBREYMAN, CHARLES WILDRAMAN, Barnborough, Hants High Court Pet Feb 19 Ord April 29
 PENTER, ALBERT EDWARD, and ALFRED EYLES, Saint Peter's, Isle of Thanet, Kent, Wheelwrights Canterbury Pet May 1 Ord May 1
 RODWELL, WILLIAM HUNTER, Buckingham Gate gdns High Court Pet May 1 Ord May 1
 ROGERS, FREDERICK JAMES, Stile Hall gdns, Chiswick, Potato Salesman Brentford Pet April 30 Ord April 30
 SATCHWELL & CO, J C, Mansion House chmrs, Builders High Court Pet Jan 1 Ord April 30
 STEPHENS, HENRY CHANNING, Purley, Surrey, Drug Merchant High Court Pet April 3 Ord April 30
 STEVENSON, HUGH, Catherine st, Buckingham Palace rd High Court Pet April 2 Ord April 30
 STONHAM, CHARLES JOHN, Bradford, Coach Painter Bradford Pet May 2 Ord May 2
 STOTT, JOHN THOMAS, Burnley, Draper Burnley Pet April 30 Ord April 30
 STUART, ALFRED THOMAS, Wanstead, Essex High Court Pet April 30 Ord April 30
 THOMAS, RICHARD, Tonypandy, Glam, Grocer Tonypandy Pet May 1 Ord May 1
 WATTS, JAMES ARTHUR, Halton, nr Leeds, Commission Agent Leeds Pet April 29 Ord April 29
 WATTS, JOSEPH PERCY, Lower Clapton rd, Hackney, Marine Engineer High Court Pet May 1 Ord May 1
 WELLS, JAMES, HENRY WELLS, and FREDERICK WELLS, Earl's Court rd, Silversmiths High Court Pet April 1 Ord April 30
 WENTZELL, FREDERIC CHARLES, Herne Bay, Commercial Traveller Croydon Pet May 2 Ord May 2
 WHEELOCK, WALTER, Bromsgrove, Farmer Worcester Pet May 1 Ord May 1
- FIRST MEETINGS.**
- BAIRD, W, Nightingale ln, Clapham, Tailor May 13 at 12 1/2, York rd, Westminster Bridge
 BAKER, ELIZA, Derby May 13 at 11 Off Rec, 47, Full st, Derby
 BLENDALE, JOHN, Manchester, Assistant Schoolmaster May 13 at 2.30 Off Rec, Byron st, Manchester
- BRADLEY, ALFRED THOMAS, Birmingham, Oil and Colour Merchant May 15 at 12 1/2, Corporation st, Birmingham
 BROWN, ARCHIBALD EVELYN, Norwich, Stock Broker May 15 at 12.30 Off Rec, 8, King st, Norwich
 BUTLER, THOMAS HENRY, Watton, Norfolk, Coal Merchant May 16 at 12.30 Off Rec, 8, King st, Norwich
 CARTER, AMOS ALEXANDER, Littlebourne, Kent, Baker May 13 at 11 Off Rec, 68a, Castle st, Canterbury
 CATLOW, ARTHUR JAMES, Darwen May 13 at 10.30 County Court house, Blackburn
 COUSINS, GEORGE, West Bromwich, Professional Golfer May 14 at 11.30 191, Corporation st, Birmingham
 COLLS, GEORGE JAMES, King's Lynn, Norfolk, Provision Merchant's Assistant May 13 at 12 Off Rec, 8, King st, Norwich
 DANN, JOHN, Hunton, Kent, Wheelwright May 20 at 10.30 8, King st, Maidstone
 DAY, CHARLES WELTON, Coddenham, Suffolk, Farmer May 13 at 2 1/2, Princess st, Ipswich
 ELLINGFORD, WILLIAM ARTHUR, and ARTHUR WALTER ELLINGFORD, Poplar, Masonry Contractors May 15 at 11 Bankruptcy bldg, Carey st
 FINCH, GEORGE, Hanham, Gloucester, Engineer May 13 at 11.45 Off Rec, 26, Baldwin st, Bristol
 FISCHER, GUSTAV ADOLF, High st, Islington, Licensed Victualler May 15 at 12 Bankruptcy bldg, Carey st
 FROCK, OSBURN SHAW, West Bridgford May 13 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
 GROHAN, HARRIS, Mare st, Hackney May 14 at 12 Bankruptcy bldg, Carey st
 GUEDON-HARVEY, HECTOR JONES, Eaton pl May 14 at 12 1/2, Bedford row
 HALL, SAMUEL, Halifax, Insurance Agent May 14 at 11.45 County Court House, Prescot st, Halifax
 HANCOX, EMILY, Wolverhampton, Fancy Draper May 14 at 11 Off Rec, Wolverhampton
 HOLMES, FREDERICK, and ARTHUR HOLMES, Leeds, Builders May 13 at 12 1/2, Bond st, Leeds
 JONES, FLORENCE MARY, Helmsley, Yorks, Wine Merchant May 18 at 11.30 Court house, Northallerton
 JONES, JOHN ELLIS, Llangeffin, Clogger May 15 at 12 Crypt chmbs, Eastgate row, Chester
 JONES, THOMAS, Llantarnam, Denbigh, Farmer May 18 at 12 Crypt chmbs, Eastgate row, Chester
 MAGGS, FRANK, Bristol, Chemists' Export Packer May 13 at 11.30 Off Rec, 26, Baldwin st, Bristol
 MARLOW, ALFRED JOSEPH, Handsworth, Coal Agent May 15 at 11.30 191, Corporation st, Birmingham
 MARSHALL, CHARLES FREDERICK, Teddington, Motor Engineer May 13 at 11.30 133, York rd, Westminster Bridge
 MIDDELIKES, MORIS, Mansfield, Nottingham, Jeweller May 13 at 12 Off Rec, Fivetime, Sheffield
 MORGAN, GROUSE, FYLE, Glanfeilys, Labourer May 14 at 3 Off Rec, 80 Mary st, Cardiff
 MOTT, EDWARD ERNEST, Waltham, Fruit Salesman May 14 at 10.45 Off Rec, 4, Pavilion bldg, Brighton
 PEILL, JEREMIAH THOM, Leeds, Insurance Inspector May 13 at 11 Off Rec, 24, Bond st, Leeds
 PERIN, HENRY JAMES, Redditch, Worcester, Painter May 14 at 12 1/2, Corporation st, Birmingham
 PRENTYMAN, CHARLES WILDRAMAN, Barnborough, Hants May 13 at 1 Bankruptcy bldg, Carey st
 PENTER, ALBERT EDWARD, and ALFRED EYLES, St Peters, Isle of Thanet, Kent, Wheelwrights May 13 at 11.30 Off Rec, 68a, Castle st, Canterbury
 RODWELL, WILLIAM HUNTER, Buckingham Gate gdns High Court Pet May 1 Ord May 1
 SATCHELL, & CO, J C, Mansion House chmrs, Builder May 15 at 1 Bankruptcy bldg, Carey st
 SEATON, LIV, Gedney Hill, Lincs, Castle Dealer May 28 at 10.15 Court house, King's Lynn
 STAMPER, GEORGE, Handibury, Lincs, Higgler May 13 at 3.15 Off Rec, 4 and 6, West st, Boston
 STEPHENS, HENRY CHANNING, Purley, Surrey, Drug Merchant May 15 at 12 Bankruptcy bldg, Carey st
 STEVENSON, HUGH, Catherine st, Buckingham Palace rd, May 15 at 11 Bankruptcy bldg, Carey st
 STUART, ALFRED THOMAS, Wanstead, Essex May 14 at 1 Bankruptcy bldg, Carey st
 TUMPOWELL, ED, Wolverhampton, General Dealer May 13 at 10.30 Off Rec, Wolverhampton
 USHER, JAMES LAWRY, Mayfield, Sussex May 18 at 11 Clarendon Hotel, Broadway, Tunbridge Wells
- WARLEY, MARY ELIZABETH, and JAMES WILLIAM WARLEY, Middlesbrough, Milliners May 13 at 11 Off Rec, 8, Albert rd, Middlesbrough
 WATTS, JAMES ARTHUR, Halton, Leeds, Journeyman Commission Agent May 13 at 11.30 Off Rec, 24, Bond st, Leeds
 WATTS, JOSEPH PERCY, Lt Clapton rd, Hackney, Marine Engineer May 18 at 11 Bankruptcy bldg, Carey st
 WELLS, JAMES, HENRY WELLS, and FREDERICK WELLS, Earl's Court rd, Silversmiths May 14 at 11 Bankruptcy bldg, Carey st
 WOOLLEY, GEORGE ARTHUR, Hornastle, Lincoln, Painter May 14 at 12 Off Rec, 31, Silver st, Lincoln
 ZUCCARDI, G, Tavistock cres, Westbourne Park, Hay Salesman May 13 at 12 Bankruptcy bldg, Carey st

ADJUDICATIONS.

- ARNOLD, ELIZA JANE, Milborne St Andrew, Dorset, Coal Merchant Dorchester Pet May 1 Ord May 1
 BONNER, SAMUEL, North Wingfield, Derby, Grocer Chesterfield Pet April 30 Ord April 30
 BOSTOCK, JOHN, Macclesfield, Farm Labourer Macclesfield Pet April 30 Ord April 30
 BROOMHALL, ALFRED EDWARD, Hopetown House, Lloyd's av, Ship's Manager High Court Pet Feb 28 Ord April 30
 BROWN, ARCHIBALD EVELYN, Norwich, Stock and Share Broker Norwich Pet April 6 Ord May 1
 COPPIN, THOMAS LINSELL, Chadwell Heath, Essex, Farmer Chelmsford Pet April 29 Ord April 29
 DANDO, FRANK, Midsummer Norton, Somerset, Haulier Wells Pet May 1 Ord May 1
 ELLINGFORD, WILLIAM ARTHUR, and WALTER ARTHUR ELLINGFORD, Poplar, Masonry Contractors High Court Pet April 30 Ord April 30
 EPINGEE, ROBERT ERNEST, Kensington Park rd, Variety Agent High Court Pet Jan 7 Ord April 30
 FINCHES, GEORGE, Hanham, Glos, Engineer Bristol Pet April 28 Ord May 1
 FISCHER, GUSTAV ADOLF, High st, Islington, Licensed Victualler High Court Pet May 1 Ord May 1
 GIMBLETT, WILLIAM HENRY, St Tudy, Cornwall, Farmer Truro Pet May 2 Ord May 2
 GLADSTONE, THOMSON, Skerton, Lancs, Wholesale Baker Preston Pet May 1 Ord May 1
 GLOVER, LESLIE RICHARD, Exmouth st, Clerkenwell High Court Pet April 3 Ord April 30
 GRAPHTON, JOHN HENRY, Wolverhampton, Cabman Wolverhampton Pet April 30 Ord April 30
 HALL, SAMUEL, Halifax, Yorks, Insurance Agent Halifax Pet April 30 Ord April 30
 HAMIL, ALFRED, Warrington, Milk Dealer Bolton Pet April 1 Ord May 1
 HIBBERD, JOHN SEYMOUR, Frome, Somerset, Builder Frome Pet May 1 Ord May 1
 HOWELL, GORDON ARTHUR, Hove, Sussex Brighton Pet March 23 Ord April 30
 INNES, OLIVER, Gosport, Fenton Hook, Staines, High Court Pet Dec 30 Ord May 2
 LEWIS, GEORGE, Ashwater, Devon, Farmer Barnstaple Pet April 30 Ord April 30
 MAGGS, FRANK, Bristol, Chemists' Export Packer Bristol Pet April 28 Ord May 1
 MARSH, FREDERICK, Askerswell, nr Dorchester, Dorset, Baker Dorchester Pet April 30 Ord April 30
 MOY, EDWARD ERNEST, Portsmouth, Fruit Salesman Brighton Pet May 3 Ord May 2
 PEARSON, ERNEST WALTER, Stourbridge, Tailor Stourbridge Pet April 30 Ord April 30
 PEARSON, HARRY, Brierley Hill, Staffs, Glass Manufacturer Stourbridge Pet April 30 Ord April 30
 PENTER, ALBERT EDWARD, and ALFRED EYLES, St Peters, Isle of Thanet, Kent, Wheelwrights Canterbury Pet May 1 Ord May 1
 RICHARD, GEORGE EDWARD, Milton rd, Herne Hill, Timber Merchant High Court Pet March 24 Ord April 29
 RODWELL, WILLIAM HUNTER, Buckingham Gate gdns High Court Pet May 1 Ord May 1
 SICKLEMORE, GEORGE, Brighton, Manufacturing Upholsterer Brighton Pet April 10 Ord April 30
 STONHAM, CHARLES JOHN, Bradford, Coach Painter Bradford Pet May 2 Ord May 2
 STOTT, JOHN THOMAS, Burnley, Draper Burnley Pet April 30 Ord April 30
 STUART, ALFRED THOMAS, Wanstead, Essex High Court Pet April 30 Ord April 30

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TABOR, EDWARD, Cambridge, Contractor Cambridge Pet April 8 Ord April 30
 THOMAS, RICHARD, Tonypandy, Glam. Grocer Pontypridd Pet May 1 Ord May 1
 TUMPKINSON, ED., Wolverhampton, General Dealer Wolverhampton Pet April 8 Ord April 30
 WATTS, JAMES ARTHUR, Halton, nr Leeds, York, Journeyman Commission Agent Leeds Pet April 29 Ord April 29
 WATSON, CHARLES HENRY, Leicester, Leather Factor Leicester Pet March 26 Ord April 30
 WELLS, ARTHUR FREDERIC, Wardour St., Ross Merchant High Court Pet March 27 Ord May 1
 WELLS, JAMES, HENRY EDWARD, WELLS, and FREDERICK WELLS, Earl's Court Rd., Silversmiths High Court Pet April 1 Ord May 2
 WHEELOCK, WALTER, Bromsgrove, Farmer Worcester Pet May 1 Ord May 1
 WORTMAN, MARK, Beatrix rd., Tailor High Court Pet March 17 Ord April 30

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 Vice-Presidents: LORD STANLEY,
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Accumulated Funds, £7,088,228.

The SEVENTY-SECOND ANNUAL GENERAL MEETING of this Company was held within their house at Aberdeen on Wednesday, the 6th May, 1908, when the Directors' Report was presented.

The following is a summary of the report referred to:—

FIRE DEPARTMENT.

The PREMIUMS received last year amounted to £1,268,468, showing an increase of £10,510 in comparison with those of the previous year.

The LOSSES amounted to £62,876, or 4.91 per cent. of the premiums.

The EXPENSES OF MANAGEMENT (including commission to agents and charges of every kind) came to £444,063, or 35.9 per cent. of the premiums.

LIFE DEPARTMENT.

ASSURANCE BRANCHES.—During the year 1,943 Policies were issued for new assurances, amounting in the aggregate to the sum of £482,264. These new assurances yielded annual premiums amounted to £15,887, and single premiums amounting to £8,905.

The TOTAL INCOME of the year from premiums was £230,327, and from interest £136,148.

The CLAIMS amounted to £95,307.

The EXPENSES OF MANAGEMENT (including commission) were limited in the Life Accounts to 10 per cent., and in the Endowment Account to 5 per cent. of the premiums received.

ANNUITY BRANCH.—The sum of £76,894 was received for annuities granted during the year.

The whole FUNDS of the Life Department now amount to £4,316,457.

ACCIDENT DEPARTMENT.

The PREMIUMS received last year were £24,189 in the Employers' Liability Section, and £11,907 in the General Section.

The report having been unanimously adopted, it was resolved that the total amount to be distributed amongst the Shareholders for the year 1907 be £112,500 (being dividend of 23 and bonus of 10s. per share), in addition to £7,500 the instalment of 5s. per share now due of the Shareholder's Life Bonus 1906-10.

BOARD OF DIRECTORS.

Colonel Robert Baring, Esq.	Frederick Hugh Jackson, Esq.
H. Cosmo O. Horne, Esq.	Henry James Lubbock, Esq.
Lawrence E. Charlton, Esq.	Charles James Lucas, Esq.
Ernest Chaplin, Esq.	H. Hon. Viscount Milner, Esq.
Alex. Hounslow, Esq.	G.C.B., G.C.M.G.
Henry Charles Hanbury, Esq.	Rt. Hon. Sir Algernon West, G.C.B.
Wm. Egerton Hubbard, Esq.	

SECRETARY.—H. Gayford.

FIRE DEPARTMENT.—J. Robertson, Home Superintendent.

LIFE DEPARTMENT.—H. Foot, Actuary.

ACCIDENT DEPARTMENT.—W. E. Trenam, Superintendent.

GENERAL MANAGER OF THE COMPANY.—H. E. Wilcox.

Copies of the report, with the whole accounts of the Company for the year 1907, may be obtained from any of the Company's offices or agencies.

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Annual and other Returns Stamped and Filed.

The List of Applications will be opened on Wednesday the 13th May, 1908, and will be closed on or before Saturday the 16th May, 1908.

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(Incorporated under the Companies Acts, 1862 to 1900.)

CAPITAL - - - £1,000,000.

Divided into 200,000 Shares of £5 each.

Issue of 100,000 Shares of £5 each at par payable:-

5s. per share on application.
5s. per share on allotment.
10s. per share on 1st July, 1908.

£1 per share.

It is not anticipated that any further calls will be made.

TRUSTEES.

THE HON. MR. JUSTICE CHANNELL.

THE HON. MR. JUSTICE BARGRAVE DEANE.

THE HON. ALFRED E. GATHORNE-HARDY.

DIRECTORS.

J. FIELD BEALER, *Solicitor* (Beale & Co.), 29, Great George Street, Westminster, S.W.
HAROLD G. BROWN, *Solicitor* (Linklater & Co.), 2, Strand Court, Walbrook, E.C.
JOHN S. FOLLIETT, J.P., *Barrister-at-Law*, 76, South Audley Street, W.
GEOFFREY M. GATHORNE-HARDY, *Barrister-at-Law*, 2, Pump Court, Temple.
OSCAR GRAY, *Solicitor*, 39, Worcester Square, W.C.
J. W. HILLS, M.P., *Solicitor* (Hills, Godfrey, & Halsey), 23, Queen Anne's Lane, E.C.
JOHN C. HOLMES, *Solicitor* (John Holmes, Son, & Wiggin), 34, Clement's Inn, E.C.
H. C. MASHERMAN, *Solicitor* (Masherman & Everington), 28, Great Winchester Street, E.C.
PHILIP MORRELL, M.P., *Solicitor*, 44, Bedford Square, W.C.
LEWIS M. RICHARDSON, J.P., *Barrister-at-Law*, 1, Essex Court, Temple.
Hon. CHARLES RUSSELL, *Solicitor* (Charles Russell & Co.), 37, Norfolk Street, Strand, W.C.
EDWARD HARLOW RYDE, *Solicitor* (Kennedy, Poason & Ryde), 4, Clement's Inn, Strand, W.C.
H. A. SANDERS, *Solicitor* (Davies, Sanders, & Swanwick), Chesterfield.
BASIL H. WILKINSON, *Solicitor* (Kearney, Hawes, & Wilkinson), 108A, Cannon Street, E.C.
A. T. WILLIAMS, *Solicitor*, Victoria Chambers, Neath, South Wales.

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THE LONDON CITY & MIDLAND BANK, LIMITED,
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DELOITTE, PLENDER, GRIFFITHS, & CO., *Chartered Accountants*, 6, London Wall Buildings, Finsbury Circus, E.C.

AUDITORS.

CLAYTON & ASHTON, 4, Tokenhouse Buildings and Stock Exchange, London, E.C.

BROKERS.

CLAYTON & ASHTON, 4, Tokenhouse Buildings and Stock Exchange, London, E.C.

GENERAL MANAGER AND SECRETARY.—HENRY M. LOW.

OFFICES (*pro tem.*)—9, FLEET STREET, E.C.

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